City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 6, 2024 | **1:30 PM** | ***Gulfport City Hall Council Chambers***

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointments

1 Approval of Minutes - for July 16, 2024.

2 Ratification - of reappointment to the Gulfport-Biloxi International Airport Authority.

3 Ratification - of reappointment to the Gulfport Redevelopment Commission.

4 Ratification - of appointment to the Memorial Hospital Board of Trustees.

Hearings / Appeals

5 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

6 Appeal - of Civil Penalty Ticket Numbers: 13834, 13838, 13886, 13912, 13920, 13966, 14004, and 14008.

Recommendations

7 Recommendation from City Engineer to commence Warranty Period - Landon Meadows Subdivision - Phase I - Water and Sewer Improvements.

8 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Zoning Map to rezone property to T4L (General Urban Zone "Limited")) - 1907 24th Avenue - Case #2406PC032 - Ward 3.

9 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Zoning Map to rezone property to R-B (Residence business)) - 29th Street - Case #2406PC080 - Ward 1.

10 Recommendation from Planning Commission to Amend Zoning Ordinance - (amending Zoning Map to rezone properties to T4+ (General Urban Zone "Plus")) - 2007 and 2009 St. James Boulevard - Case #2406PC089 - Ward 2.

Ordinances

11 Ordinance - amending Section 1-47 in Chapter 1, Article II in the Code of Ordinances of the City of Gulfport, Mississippi and providing for the salary of compensation for the Clerk of Council position.

Resolutions

12 (Amended) Resolution - approving General Terms of Service with Block, Inc., Square Capital, LLC, and/or Square Financial Services, Inc., in connection with the Gulfport Harbor Lights Winter Festival, Leisure Services Programming, and other needs of the City, and for related purposes.

13 Resolution - approving acceptance of Processor Terms and Conditions with Ayden, NV, in connection with the GoPhoto Equipment, and for related purposes.

14 Resolution - approving Agreement with Gulfport School District concerning reimbursement for Law Enforcement Services (School Resource Officers), and for related purposes.

15 Resolution - approving Agreement with Harrison County School District concerning reimbursement for Law Enforcement Services (School Resource Officers), and for related purposes.

16 Resolution - approving Award to and Construction Contract with Southern Colonial Construction, LLC, in connection with the Debuys Road Sewer Pump Station Force Main Connection to West Biloxi Wastewater Treatment Plant Project, and for related purposes.

17 Resolution - approving Amendment No. 2 to Agreement with DNA Underground, LLC, for the Repair & Replacement Unit Price Contract, and for related purposes.

18 Resolution - approving Cooperation with Civilian Law Enforcement Officials Agreement with the US Department of the Navy, and for related purposes.

19 Resolution - acknowledging Award of Congressional Grant Funding through the Environmental Protection Agency for the Northwood Water Main Replacement Project, and for related purposes.

20 Resolution - authorizing an expenditure (in the form of an in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Coastal Family Health Center, and for related purposes.

21 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, by and through the Gulfport Fire Department, and for related purposes.

22 Resolution - authorizing an expenditure (in the form of an in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with MSPHI/SHEA Coalition, and for related purposes.

23 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, by and through the Urban Development Department, and for related purposes.

24 Resolution - approving the temporary closure of municipal right of way for the Rose Anderson Family Reunion, and for related purposes.

25 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

26 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

27 Budget Amendment #102 - transferring funds from Capital Outlay to Contractual Services within the Building Maintenance budget.

28 Budget Amendment #103 - increasing line item 277 Vehicles from drug-related arrest.

29 Budget Amendment #104 - increasing line item 286 Capital (CNET) from restitution.

30 Budget Amendment #105 - transferring funds from the General Fund to line item 215 - Lot Assessments.

31 Budget Amendment #106 - transferring funds from City Cash Reserves to fund Construction, Engineering and Inspection Contract with Volkert Inc. for Landon Road Widening.

32 Budget Amendment #107 - increasing line item 286 Capital (CNET) from restitution.

33 Budget Amendment #108 - establishing a Fire Rebate special revenue fund.

34 Budget Amendment #109 - establishing the Emergency Medical Services special revenue fund.

35 Docket of Claims - to be approved through August 7, 2024.

Routine Agenda

36 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

37 Code Enforcement Notice(s) - to be made a part of the minutes.

38 Legal Notice - advertisement for Repairs to Fred Urie Pier.

39 Letter - regarding bid awarded by Purchasing to AD & R for the demolition of Station 2 - Fire Department - to be made a part of the minutes.

40 Letter - regarding bid awarded by Purchasing to Allistons for Harbor Light Shirts for Resale - Special Events - to be made a part of the minutes.

41 Letter - regarding bid awarded by Purchasing to Gulf Coast Golf Carts, LLC for a Golf Cart - Marina Division of Leisure Services - to be made a part of the minutes.

42 Privilege License Report - for the month of July 2024 - to be made a part of the minutes.

43 Request - authorization for issuance of Special Check payable to GoPhoto BV for Invoice 20240200.

Public Agenda

- **Citizen Forum - up to thirty minutes shall be allowed for public input with a three minute time limit on each speaker.**

Council Comments

Memorial Adjournment

- **Mr. Charles Sidney Brock**
- **Mr. Gary Sean Trautman**
- **Mrs. Nadine "Dean" Smith Hunter**
- **Mr. Norman Watt Lassiter**
- **Mr. Robert Wayne Speer**

Executive Session

Setting of Next Meeting and Adjournment

Gulfport
MISSISSIPPI

OFFICE OF MAYOR

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

City Hall
2309 15th St.
Gulfport, MS 39501

July 25, 2024

Council President F.B. "Rusty" Walker, IV
Councilman Ron Roland
Councilman Kenneth Casey
Councilwoman Ella Holmes-Hines
Councilman Myles Sharp
Councilman R.Lee Flowers
Councilman Richard Kosloski

Dear Council Members,

I respectfully submit to you for consideration the re-appointment of Brigadier General (ret) Joe Spraggins to serve on the Gulfport-Biloxi Regional Airport Authority. General Spraggins was originally appointed to serve in 2014 and his current term expires on July 31, 2024.

General Spraggins currently serves as the Chief Operating Officer for the Mississippi Department of Marine Resources. He is no stranger to our community having served as Commander of the Air National Guard Training Center in Gulfport where he responsible for the operations and training of over 20,000 military personnel. He has a lifelong career of public service through both the military and through the Department of Homeland Security as Director of Emergency Management during Hurricane Katrina. .

Your ratification of General Spraggins' appointment will be greatly appreciated. His term will be for a period of five years and will expire on July 31, 2029.

Best Regards,

Billy Hewes
Mayor

Gulfport
MISSISSIPPI

OFFICE OF MAYOR

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July 25, 2024

Council President F.B. "Rusty" Walker IV
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes Hines
Councilman Myles Sharp
Councilman R.Lee Flowers
Councilman Richard Kosloski

Dear Council Members:

I respectfully submit to you the reappointment of Hugh Keating to serve as a member of the Gulfport Redevelopment Commission. He was initially appointed in October 2020 to replace Don Hall and his current term expired on July 15, 2024.

Mr. Keating is no stranger to the city as he serves as legal counsel for the city and is a partner in Dukes, Dukes, Keating, & Faneca, P.A. He is a lifelong resident of Gulfport and has served our city in numerous capacities both professionally and civically.

Your confirmation of Mr. Keating's reappointment is greatly appreciated. I know we all have the utmost confidence in Mr. Keating's ability to represent our city. His new term will expire July 15, 2029.

Best Regards,

Billy Hewes
Mayor

Gulfport
MISSISSIPPI

OFFICE OF MAYOR

P.O. Box 1780
Gulfport, MS 39502
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Fax: 228-868-5800

City Hall
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August 1, 2024

Council President F.B. "Rusty" Walker, IV
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman Myles Sharp
Councilman R.Lee Flowers
Councilman Richard Kosloski

Dear Council Members:

I respectfully present to you for confirmation the appointment of Mr. Mercedes Carranza to serve on the Memorial Hospital Board of Trustees. He is the owner and manager at Properties, Inc. and the former owner and operator of El Agave Mexican Restaurant in downtown Gulfport.

Mr. Carranza is a native of Michoacan, Mexico and moved to the United States in 1992. He became a citizen of our country in 2002 at the Dan M. Russell Federal Courthouse surrounded by local friends, business associates and family. He is no stranger to our city as he has tirelessly supported our Police Athletic League as a member of the board, Harrison County Schools Junior Leadership Advisory Board, and a member of the Diversity Committee for Gulf Coast Chamber of Commerce. In the aftermath of Katrina, he served as a translator for the Hurricane Katrina Restoration Committee helping to bridge the communication gap for our Hispanic residents. He and his family are members of St. John Catholic Church in Gulfport. His full resume is attached for your review.

Mr. Carranza's appointment will be effective immediately. He will fill the vacancy created by the expired term of Mr. Gary Fredericks. Your ratification of Mr. Carranza's appointment will be greatly appreciated and the new appointment will expire on July 31, 2029.

Best Regards,

Billy Hewes
Mayor

Mercedes Carranza

Business Owner & Entrepreneur

Mercedes Carranza is a Real Estate Owner and Manager at Properties, Inc. In this role his focus is on property inspection, manpower coordination, and new tenant application.

He has recently helped manage over six-hundred properties across the Mississippi Gulf Coast ensuring each unit is up to the highest standards of living prior to move in day for new tenants. Mercedes is a leader in damage assessment, coordinating renovation crews and external contractors, and project managing within a limited timeframe between tenants. He provides direct oversight, critical feedback, and business guidance to his team.

He began his full-time career in the hospitality industry in 1992 where he was on the maintenance team at Ramada Inn in California. In 1995 he relocated to Gulfport, MS and began working as a waiter and quickly promoted to assistant manager at a local Mexican Restaurant. During this time, he managed and trained a team of waiters and kitchen staff to lead and drive results. This led to him accepting the position of general manager of El Maguey Mexican Restaurant in 1997. Where he had full control of finances, human resources, employee relations, purchasing, and creating new ideas to best serve the community through delicious meals and high standards of customer service. He held this position until 2005.

In 2005 he took a partnership in Riconcinto Latino, a local convenience store, to provide groceries and services to the Hispanic community across the Gulf Coast. All while expanding this partnership in years 2006 through 2013 by opening a new laundromat and check cashing business to continue providing services to all the Mississippi Gulf Coast. He gained experience in understanding the needs of the community through community feedback and continued to build relationships in the communities he served.

From 2013 to 2022 Mercedes was the Owner, Operator, and Executive Chef of El Agave Mexican Restaurant. In this role he led and managed budgeting, food cost control, staffing personnel, training efforts, customer relations, public relations, and community engagement. Participating in events with local schools, churches, hospitals, municipalities, and non-profit organizations. Sharpening his leadership and stewardship in day-to-day business practices.

A native of Michoacan, Mexico, he moved to the United States in 1992, and became a U.S. Citizen in 2002.

Mercedes has served in many community involvement positions. Including a board member for the Gulfport Police Athletic League (PAL) and Harrison County Schools Junior Leadership Advisory Board. He is also a former member on the Diversity Committee of the Gulf Coast Chamber of Commerce. He has also served as a translater in Hurricane Katrina Restoration efforts between out of state hispanic resources and local community businesses, contractors, and leaders. He currently is a member of St. John the Evangenlist Catholic Church.

Mercedes resides in Gulfport with his wife Sarah, and has three children Edward, Elizabeth, and Eva. He enjoys coffee breaks, meeting new people, and spending time with family and friends.

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the 6TH day of August, 2024, the following Resolution:

A RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and members of the Council of the City of Gulfport finds, determines, and adjudicates, based upon the investigation of the City of Gulfport Police Department Code Enforcement Division, that the parcels of land described below are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Gulfport, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the City of Gulfport Police Department Code Enforcement Division and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows:

Parcel 1: 0711J-01-013.000. Lots 20 - 21 Blk. 5 Virginia Hill Place. 43rd Ave. Remove/Haul Off Trash & Debris, Remove Objects. O'Brien Sean Patrick

Parcel 2: 0710N-01-043.000. 3.1 Ac(C) Beg 1008.2 Ft W Of Inter Of E Line Of Sec 31 & N Mar Of 28th St On W Mar Of 51st Ave W Along 28th St 256.3 Ft To E Mar Of 52nd Ave N Along Rd 520 Ft E 256.3 Ft To 51st Ave S Along Rd 520 Ft To Pob Part Of Se 1/4 Of Se 1/4 Sec 31-7-11. 5130 28th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Sign, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings, Repair, Maintain Or Remove. 28th Street, LLC

Parcel 3: 0711H-04-038.000. Lot 1 Blk 8 Southmoor Heights Resurvey. 3901 16th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Peterson Re Holdings LLC

Parcel 4: 0910I-02-020.000. Beg At Inter Of E Mar Loposser St With N Mar Victory Rd N Along E Mar Loposser St 150 Ft E 90 Ft S 150 Ft To N Mar Victory Rd W Along Rd 90 Ft To Pob Part Se1/4 Of Ne1/4 Sec 36-7-11. 618 Loposser Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintain Or Remove. Comerford Eric

Parcel 5: 1010M-03-001.000. 1.5 Ac Beg At Inter Of S Mar Of Railroad & W Mar Of Cowan Rd Sly Along Cowan Rd 264.5 Ft W 294.5 Ft N 181.3 Ft To Railroad Nely Along Railroad 303.1 Ft To Pob Being Part Of Lot 6 Day Baker Survey Part Of Se1/4 Of Sw1/4 Of Sec 31-7-10. 257 Cowan Rd. Remove/Haul Off Trash & Debris. WW Majure Holdings LLC

Parcel 6: 0711I-03-023.000. LOTS 25 & 26 Less E 50 Ft Blk 21 West Side Add. 924 39th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Luu Toan Bao & Evan

Parcel 7: 0910O-02-072.000. Lot 14 Blk. 6 East Park Subd. 48 30th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintain Or Remove. Hernandez Elba I

Parcel 8: 0910M-02-110.000. East 10 Ft Lot 36 & All Lots 37 & 38 Blk 7 Manhatten Add. 711 Stokes Ln. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings, Remove Clutter And Debris. McKeown Bruce Edward

Parcel 9: 0811B-06-016.000. Lots 22 & 23 & E 93 Ft Of Lot 24 Blk 20 Arlinton Heights Sec 3-8-11. 2514 19th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Correct Unsanitary Condition. Sauceda Mayra E

Parcel 10: 0811B-03-042.000. 2.6 Ac(C) Lots 1 To 28 Blk 41 Arlington Heights Add; Also The Alley Lying Within Blk Now Vacated As Per Cause #97-02872 Bk 1393/294 & 1396/304 Sec 3-8-11. 2200 15th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Global Acquisitions IV LLC

Parcel 11: 0810P-01-126.000. Lots 31 To 45 Blk 11 Central Park. 1220 32nd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Mattie Fund LLC

Parcel 12: 0811B-01-015.000. Lots 1 & 2 & A Triangular Section Of Lot 3 Being 6 Ft Wide On N End & Running To A Point On Se Cor Blk 2 Arlington Heights Add. 2731 14th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs. HL&C - Harrison LLC

Parcel 13: 0811C-03-025.001. E 65 Ft Of Lots 15 & 16 Blk 55 Original Gulfport. 2214 23rd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Prohibited Items, Remove Clutter And Debris. Bayou Rental Properties Inc

Parcel 14: 0810I-01-090.000. N 1/2 Lots 21 To 24 Blk 7 Central Park. 1241 35th St. Remove/Haul Off Trash & Debris, Remove Prohibited Items. Gordon Angela D

Parcel 15: 0810N-03-021.001. Lot 4 Blk 11 Standard Land Subd Sec 33-7-11. 2207 30th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Robinson Milton D

Parcel 16: 0810E-02-106.000. Lots 6 & 7 Blk 265 North Gulfport Secs 27/28-7-11. 4509 Indiana Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. State Of Mississippi - Secretary Of State

Parcel 17: 0811B-06-015.000. N 1/2 Of Lot 20 & All Lot 21 Blk 20 Arlington Heights Add. 2510 19th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo. Cumberland Milford E III

Parcel 18: 1008K-03-010.020. Lot 19 Hidden Creek Subd Ph 2 Sec 7-7-10. 11188 Hidden Creek Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Shoemaker Lisa M

Parcel 19: 1007L-06-017.000. Lots 1 To 4 Blk 12 Re-Subd Of Biloxi River Estates Unit #1. 11528 Boles Blvd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Board Up And Secure Openings, Park In Approved Location, Remove Clutter And Debris. Ladner Hayley Lyn -EST-

Parcel 20: 0908D-01-001.000. 1.2 Ac(C) Beg At Inter Of S Mar Of O'neal Rd & E Line Of Nw1/4 Of Sec 2 S Along 1/2 Sec Line 452.2 Ft W 120.3 Ft N 451 Ft To Rd E Along Rd 119.9 Ft To Pob Part Of Ne1/4 Of Nw 1/4 Of Sec 2-7-11. 13275 O'neal Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Correct Unsafe Conditions, Correct Unsanitary Condition. Parker Patricia & Lockridge J

Parcel 21: 0908L-02-015.011. Lot 15 Wingate Subd Unit 2. 128 Faust Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Latorres Christopher

Parcel 22: 0908L-02-006.000. Lot 7 Wingate Subd. 7 Wingate Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Phipps Christina -Estate-

Parcel 23: 0908J-01-027.000. Lot 12 Blk 2 Colonial Est Subd. 8 Katherine Pl. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove Weeds, Vines, Limbs, Tr. May Phillip D

Parcel 24: 0908E-01-001.035. Lot 208 Windsong Subd Ph 5 Replat Of Lots 206 To 210 Sec 2-7-11. 13409 Locust Hill Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Saussy Charles

Parcel 25: 0708H-03-144.000. Lot 31 Crestview Subd 1st Add. 16188 Crestview Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Wood Mark D Jr & Shonda L

Parcel 26: 0808L-04-007.000. 1.3 Ac Com At Inter Of W Mar Of Hwy 49 & N Line Of Sec 9 S 6 Dg E 451.4 Ft To Pob S 7 Dg E 35 Ft W 35 Ft N 1 Dg E 18 Ft N 88 Dg W 115.2 Ft S 1 Dg W 160.5 Ft N 87 Dg W 308.2 Ft N 161.1 Ft E 457.9 Ft To Pob Part Of Nw 1/4 Of Nw 1/4 Of Sec 9-7-11. 11487 Hwy 49. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. 11487 Highway 49 Property LLC

Parcel 27: 0808B-02-033.000. Lots 14 & 15 Briarwood South Subd Replat Part Of Sw1/4 Of Nw1/4 Of Sec 3-7-11. 14412 Rhonda Ct. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Hammett Buddy Ray Jr

Parcel 28: 0708H-03-132.000. Lot 17 Crestview Subd. 16062 Crestview Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Ladnier Ronald & Kimberley

Parcel 29: 0708H-04-015.000. Lot 44 Crestview Subd. 1st Add. 16183 Crestview Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. Crosley Rachel Ann ETAL

Parcel 30: 0807H-01-004.105. Lot 105 Hunters Chase Subd Sec 27-6-11. 13727 Ridgehaven Way. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Morgan Matthew P & Tiffany A

WHEREAS, the Mayor and members of the Council of the City of Gulfport further find, determine and adjudicate that advertisement for bids to clean the above referenced properties should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of $20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the Council, proceed to sell the herein described land to satisfy

said lien as now provided by law for the sale of land for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to clean the property described above lying and being within the City of Gulfport, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Resolution adopted, this the ____ day of ____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of ____, 2024.

APPROVED:

_____

Mayor

MEMORANDUM – CITY OF GULFPORT

Date: **JULY 22, 2024**

To: **Mayor Billy Hewes**
City Council Members

From: **Police Department**
Code Enforcement Division

Subject: **Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions**

RE: **Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 5TH Day Of March, 2024, To The City Council:**

WARD 1

Parcel 1: 0711J-01-013.000. Lots 20 - 21 Blk. 5 Virginia Hill Place. 43rd Ave. Remove/Haul Off Trash & Debris, Remove Objects, O'brien Sean Patrick

Parcel 2: 0710N-01-043.000. 3.1 Ac(C) Beg 1008.2 Ft W Of Inter Of E Line Of Sec 31 & N Mar Of 28th St On W Mar Of 51st Ave W Along 28th St 256.3 Ft To E Mar Of 52nd Ave N Along Rd 520 Ft E 256.3 Ft To 51st Ave S Along Rd 520 Ft To Pob Part Of Se 1/4 Of Se 1/4 Sec 31-7-11. 5130 28th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Sign, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings, Repair, Maintain Or Remove. 28th Street, LLC

Parcel 3: 0711H-04-038.000. Lot 1 Blk 8 Southmoor Heights Resurvey. 3901 16th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Peterson Re Holdings LLC

WARD 2

Parcel 4: 0910I-02-020.000. Beg At Inter Of E Mar Loposser St With N Mar Victory Rd N Along E Mar Loposser St 150 Ft E 90 Ft S 150 Ft To N Mar Victory Rd W Along Rd 90 Ft To Pob Part Se1/4 Of Ne1/4 Sec 36-7-11. 618 Loposser Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintain Or Remove, Comerford Eric

Parcel 5: 1010M-03-001.000. 1.5 Ac Beg At Inter Of S Mar Of Railroad & W Mar Of Cowan Rd Sly Along Cowan Rd 264.5 Ft W 294.5 Ft N 181.3 Ft To Railroad Nely Along Railroad 303.1 Ft To Pob Being Part Of Lot 6 Day Baker Survey Part Of Se1/4 Of Sw1/4 Of Sec 31-7-10. 257 Cowan Rd. Remove/Haul Off Trash & Debris, WW Majure Holdings LLC

Parcel 6: 0711I-03-023.000. LOTS 25 & 26 Less E 50 Ft Blk 21 West Side Add. 924 39th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Luu Toan Bao & Evan

WARD 3

Parcel 7: 0910O-02-072.000. Lot 14 Blk. 6 East Park Subd. 48 30th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintain Or Remove, Hernandez Elba I

Parcel 8: 0910M-02-110.000. East 10 Ft Lot 36 & All Lots 37 & 38 Blk 7 Manhatten Add. 711 Stokes Ln. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings, Remove Clutter And Debris, Mckeown Bruce Edward

Parcel 9: 0811B-06-016.000. Lots 22 & 23 & E 93 Ft Of Lot 24 Blk 20 Arlinton Heights Sec 3-8-11. 2514 19th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Correct Unsanitary Condition, Sauceda Mayra E

Parcel 10: 0811B-03-042.000. 2.6 Ac(C) Lots 1 To 28 Blk 41 Arlington Heights Add; Also The Alley Lying Within Blk Now Vacated As Per Cause #97-02872 Bk 1393/294 & 1396/304 Sec 3-8-11. 2200 15th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Global Acquisitions IV LLC

Parcel 11: 0810P-01-126.000. Lots 31 To 45 Blk 11 Central Park. 1220 32nd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Mattie Fund LLC

Parcel 12: 0811B-01-015.000. Lots 1 & 2 & A Triangular Section Of Lot 3 Being 6 Ft Wide On N End & Running To A Point On Se Cor Blk 2 Arlington Heights Add. 2731 14th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, HL&C - Harrison LLC

Parcel 13: 0811C-03-025.001. E 65 Ft Of Lots 15 & 16 Blk 55 Original Gulfport. 2214 23rd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Prohibited Items, Remove Clutter And Debris, Bayou Rental Properties Inc

Parcel 14: 0810I-01-090.000. N 1/2 Lots 21 To 24 Blk 7 Central Park. 1241 35th St. Remove/Haul Off Trash & Debris, Remove Prohibited Items, Gordon Angela D

Parcel 15: 0810N-03-021.001. Lot 4 Blk 11 Standard Land Subd Sec 33-7-11. 2207 30th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Robinson Milton D

Parcel 16: 0810E-02-106.000. Lots 6 & 7 Blk 265 North Gulfport Secs 27/28-7-11. 4509 Indiana Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, State Of Mississippi - Secretary Of State

Parcel 17: 0811B-06-015.000. N 1/2 Of Lot 20 & All Lot 21 Blk 20 Arlington Heights Add. 2510 19th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Cumberland Milford E III

WARD 5

Parcel 18: 1008K-03-010.020. Lot 19 Hidden Creek Subd Ph 2 Sec 7-7-10. 11188 Hidden Creek Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Shoemaker Lisa M

Parcel 19: 1007L-06-017.000. Lots 1 To 4 Blk 12 Re-Subd Of Biloxi River Estates Unit #1. 11528 Boles Blvd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Board Up And Secure Openings, Park In Approved Location, Remove Clutter And Debris. Ladner Hayley Lyn -EST-

WARD 6

Parcel 20: 0908D-01-001.000. 1.2 Ac(C) Beg At Inter Of S Mar Of O'neal Rd & E Line Of Nw1/4 Of Sec 2 S Along 1/2 Sec Line 452.2 Ft W 120.3 Ft N 451 Ft To Rd E Along Rd 119.9 Ft To Pob Part Of Ne1/4 Of Nw 1/4 Of Sec 2-7-11. 13275 O'neal Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Correct Unsafe Conditions, Correct Unsanitary Condition. Parker Patricia & Lockridge J

Parcel 21: 0908L-02-015.011. Lot 15 Wingate Subd Unit 2. 128 Faust Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Latorres Christopher

Parcel 22: 0908L-02-006.000. Lot 7 Wingate Subd. 7 Wingate Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Phipps Christina -Estate-

Parcel 23: 0908J-01-027.000. Lot 12 Blk 2 Colonial Est Subd. 8 Katherine Pl. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove Weeds, Vines, Limbs, Tr, May Phillip D

Parcel 24: 0908E-01-001.035. Lot 208 Windsong Subd Ph 5 Replat Of Lots 206 To 210 Sec 2-7-11. 13409 Locust Hill Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Saussy Charles

WARD 7

Parcel 25: 0708H-03-144.000. Lot 31 Crestview Subd 1st Add. 16188 Crestview Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Wood Mark D Jr & Shonda L

Parcel 26: 0808L-04-007.000. 1.3 Ac Com At Inter Of W Mar Of Hwy 49 & N Line Of Sec 9 S 6 Dg E 451.4 Ft To Pob S 7 Dg E 35 Ft W 35 Ft N 1 Dg E 18 Ft N 88 Dg W 115.2 Ft S 1 Dg W 160.5 Ft N 87 Dg W 308.2 Ft N 161.1 Ft E 457.9 Ft To Pob

Part Of Nw 1/4 Of Nw 1/4 Of Sec 9-7-11. 11487 Hwy 49. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, 11487 Highway 49 Property LLC

Parcel 27: 0808B-02-033.000. Lots 14 & 15 Briarwood South Subd Replat Part Of Sw1/4 Of Nw1/4 Of Sec 3-7-11. 14412 Rhonda Ct. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Hammett Buddy Ray Jr

Parcel 28: 0708H-03-132.000. Lot 17 Crestview Subd. 16062 Crestview Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Ladnier Ronald & Kimberley

Parcel 29: 0708H-04-015.000. Lot 44 Crestview Subd. 1st Add. 16183 Crestview Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Crosley Rachel Ann ETAL

Parcel 30: 0807H-01-004.105. Lot 105 Hunters Chase Subd Sec 27-6-11. 13727 Ridgehaven Way. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Morgan Matthew P & Tiffany A

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 22, 2024

O'BRIEN SEAN PATRICK
52 53RD ST CIR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0711J-01-013.000
43RD AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14196

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
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July 22, 2024

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GULFPORT, MS 39501

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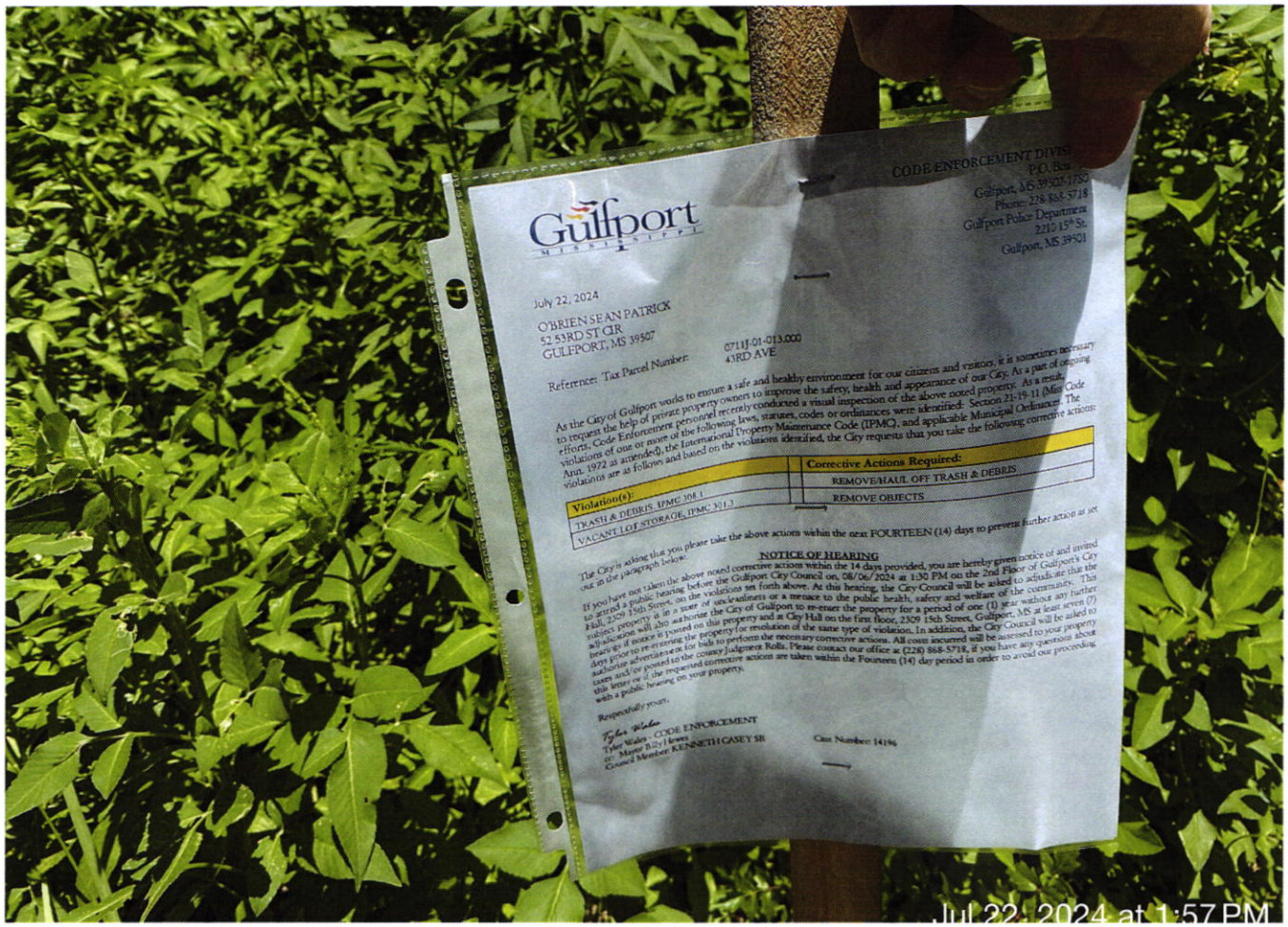
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14196


Gulfport
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P.O. Box
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Tyler Walker - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR
Case Number 14196
Jul 22, 2024 at 1:57 PM

Jul 22, 2024 at 1:57 PM

Jul 22, 2024 at 2:04 PM

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Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 12, 2024

28TH STREET, LLC
15312 LEMOYNE BLVD
BILOXI, MS 39532

Reference: Tax Parcel Number: 0710N-01-043.000
5130 28TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE SIGN, MS 21-19-11		REMOVE SIGN FRAME
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO (TRAILER #22)
VACANT STRUCTURE IPMC 301.3		BOARD UP AND SECURE OPENINGS
FENCE VIOLATION IPMC 302.7		REPAIR, MAINTAIN, OR REMOVE

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14488

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 12, 2024

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5130 28TH ST
GULFPORT, MS 39501

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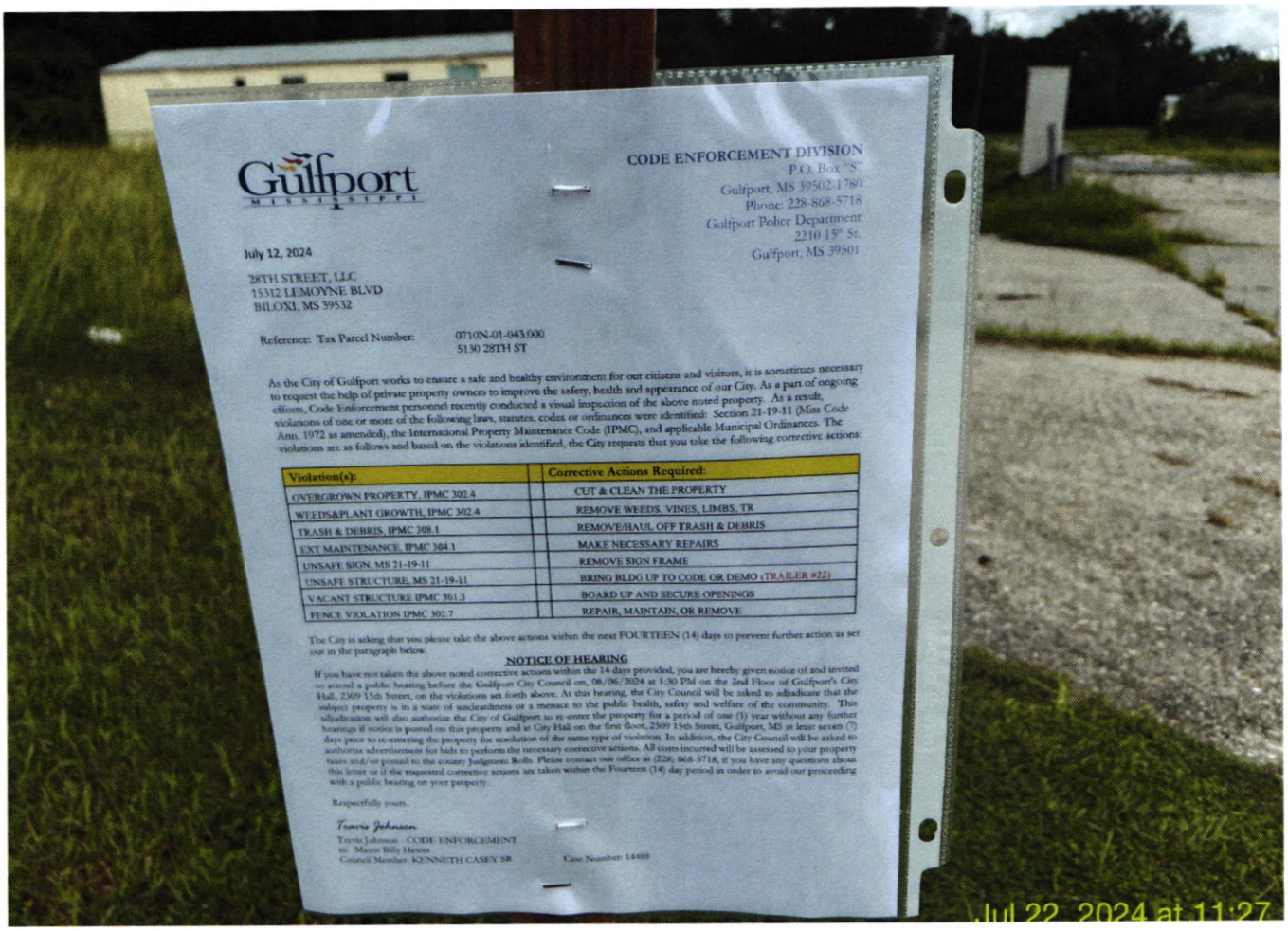

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
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Gulfport Police Department
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Gulfport, MS 39501

July 12, 2024

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Reference: Tax Parcel Number: 0710N-01-043.000
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Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14488

Jul 22, 2024 at 11:27

Jul 22, 2024 at 11:27

Jul 12, 2024 at 10:55

Jul 12, 2024 at 10:55

Jul 12, 2024 at 10:59

Jul 12, 2024 at 10:59

Jul 12, 2024 at 10:57

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Jul 12, 2024 at 10:59

Jul 12, 2024 at 10:55

Jul 12 2024 at 10:57

Jul 12, 2024 at 10:56

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P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 19, 2024

PETERSON RE HOLDINGS LLC
3675 S RAINBOW BLVD STE 107-258
LAS VEGAS, NV 89103

Reference: Tax Parcel Number: 0711H-04-038.000
3901 16TH ST

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14547

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 19, 2024

PETERSON RE HOLDINGS LLC
3901 16TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-04-038.000
3901 16TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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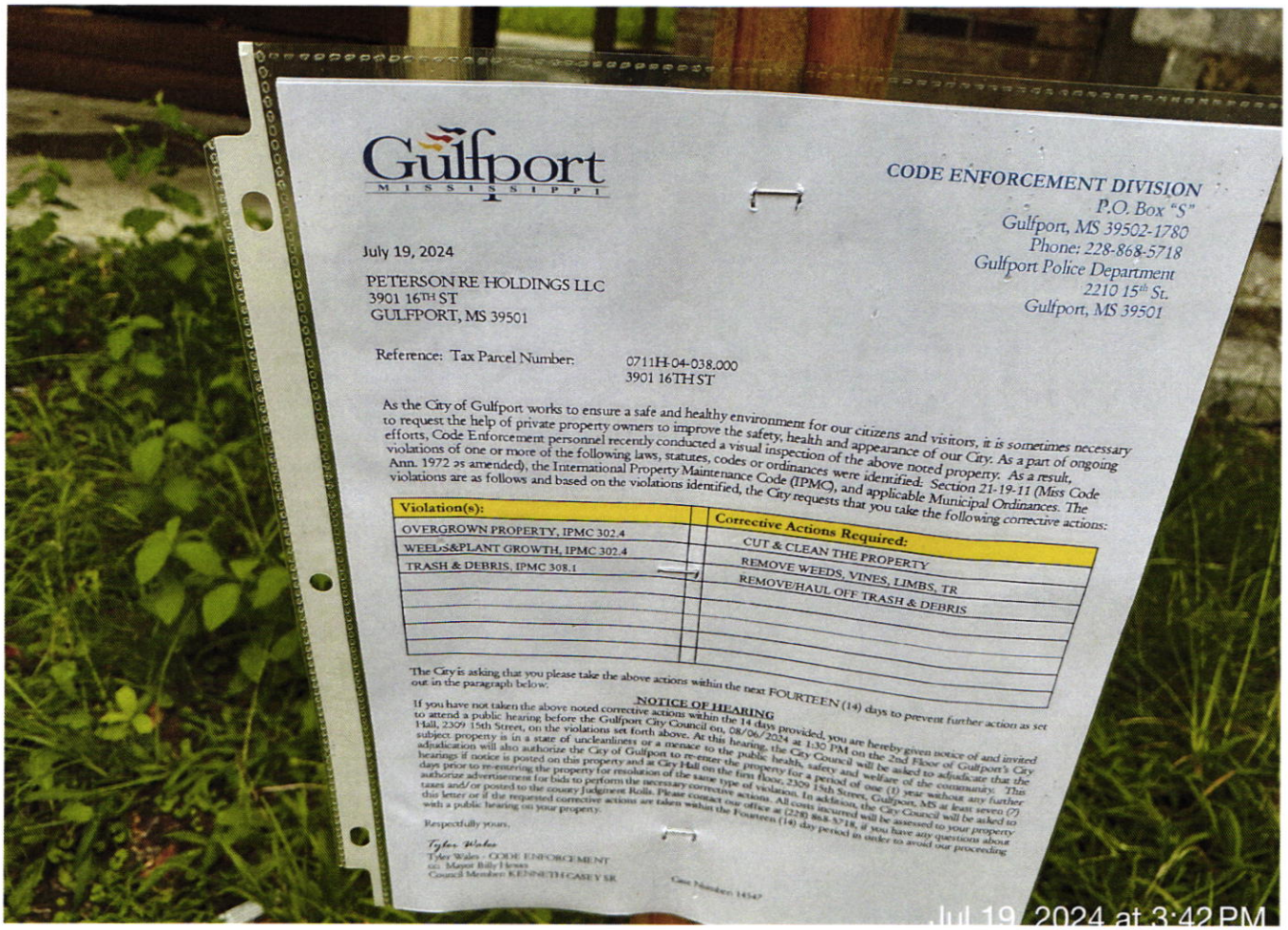
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 14547



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 19, 2024

PETERSON RE HOLDINGS LLC
3901 16TH ST
GULFPORT, MS 39501

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR

Case Number: 14547

Jul 19, 2024 at 3:42 PM

Jul 19, 2024 at 3:42 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 19, 2024

COMERFORD ERIC
P O BOX 7272
GULFPORT, MS 39506

Reference: Tax Parcel Number: 0910I-02-020.000
618 LOPOSSER AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE

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Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14240

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 19, 2024

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618 LOPOSSER AVE
GULFPORT, MS 39507

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14240

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
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July 19, 2024

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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RON ROLAND

Case Number: 14240

Jul 19, 2024 at 10:02 AM

Jul 19, 2024 at 10:02 AM

Jul 19, 2024 at 10:04 AM

Jul 19, 2024 at 10:04 AM

618
Jul 19, 2024 at 10:04 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

WW MAJURE HOLDINGS LLC
257 COWAN RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010M-03-001.000
257 COWAN RD

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Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14298

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

WW MAJURE HOLDINGS LLC
13 POPLAR CIRCLE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010M-03-001.000
257 COWAN RD

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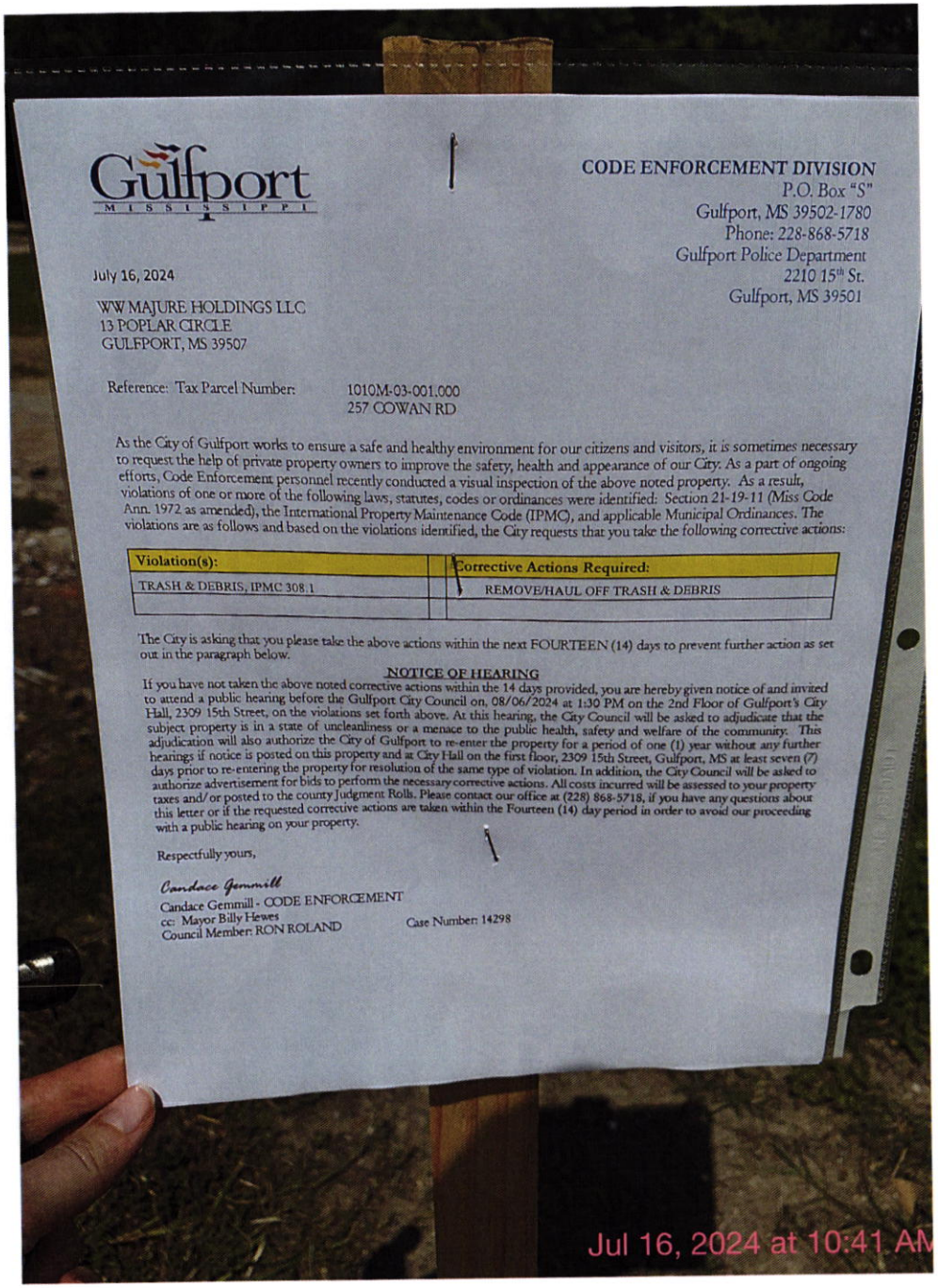
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14298



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

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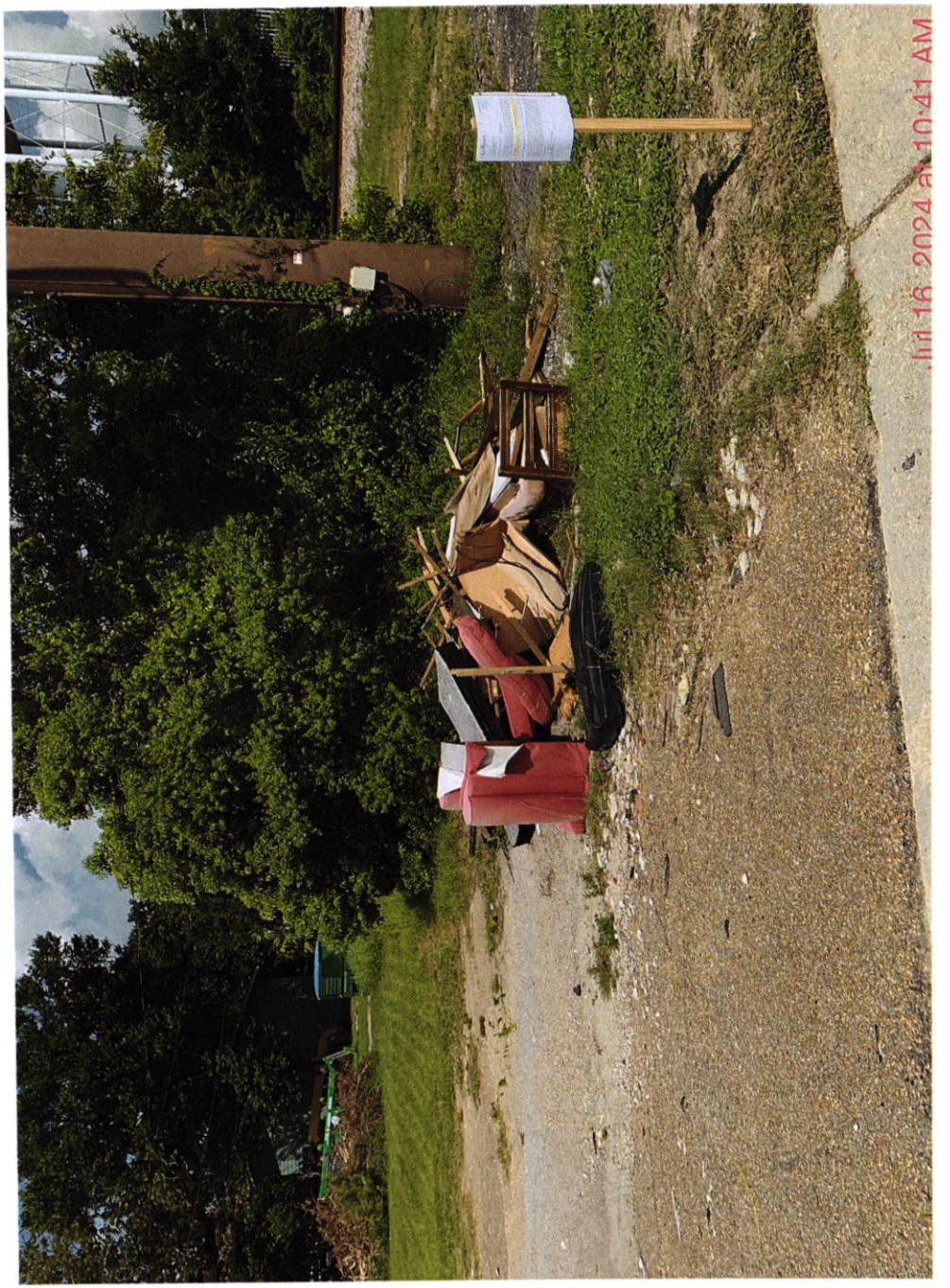
Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 14298

Jul 16, 2024 at 10:41 AM



Jul 16, 2024 at 10:41 AM

Jul 16, 2024 at 10:41 AM

Jul 16, 2024 at 10:39 AM

Jul 16, 2024 at 10:39 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 19, 2024

LUU TOAN BAO & EVAN
3252 PRADO LN
SAN JOSE, CA 95148

Reference: Tax Parcel Number: 0711I-03-023.000
924 39TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14551

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 19, 2024

LUU TOAN BAO & EVAN
924 39TH AVE
GULFPORT, MS 39501

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 14551

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 19, 2024

LUU TOAN BAO & EVAN
3252 PRADO LN
SAN JOSE, CA 95148

Reference: Tax Parcel Number: 0711I-03-023.000
924 39TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a nuisance to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RON ROLAND

Case Number 14551

Jul 22, 2024 at 10:13 AM

Jul 22, 2024 at 10:13 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 17, 2024

HERNANDEZ ELBA I
48 30TH ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910O-02-072.000
48 30TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14187

Jul 17, 2024 at 10:45 AM

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 17, 2024
HERNANDEZ ELBA I
48 30TH ST
GULFPORT, MS 39507
Reference: Tax Parcel Number: 0910O-02-072.000
48 30TH ST
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 302.7
REPAIR, MAINTAIN OR REMOVE
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
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If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.
Respectfully yours,
Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member ELLA HOLMES-HINES
Case Number 14187
Jul 17, 2024 at 10:44 AM

Jul 17, 2024 at 10:45 AM

Jul 17, 2024 at 10:41 AM

Jul 17, 2024 at 10:43 AM

Jul 17, 2024 at 10:40 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

MCKEOWN BRUCE EDWARD
711 STOKES LN
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910M-02-110.000
711 STOKES LN

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14326

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

MCKEOWN BRUCE EDWARD
14142 LORRAINE RD LOT 74
BILOXI, MS 39532

Reference: Tax Parcel Number: 0910M-02-110.000
711 STOKES LN

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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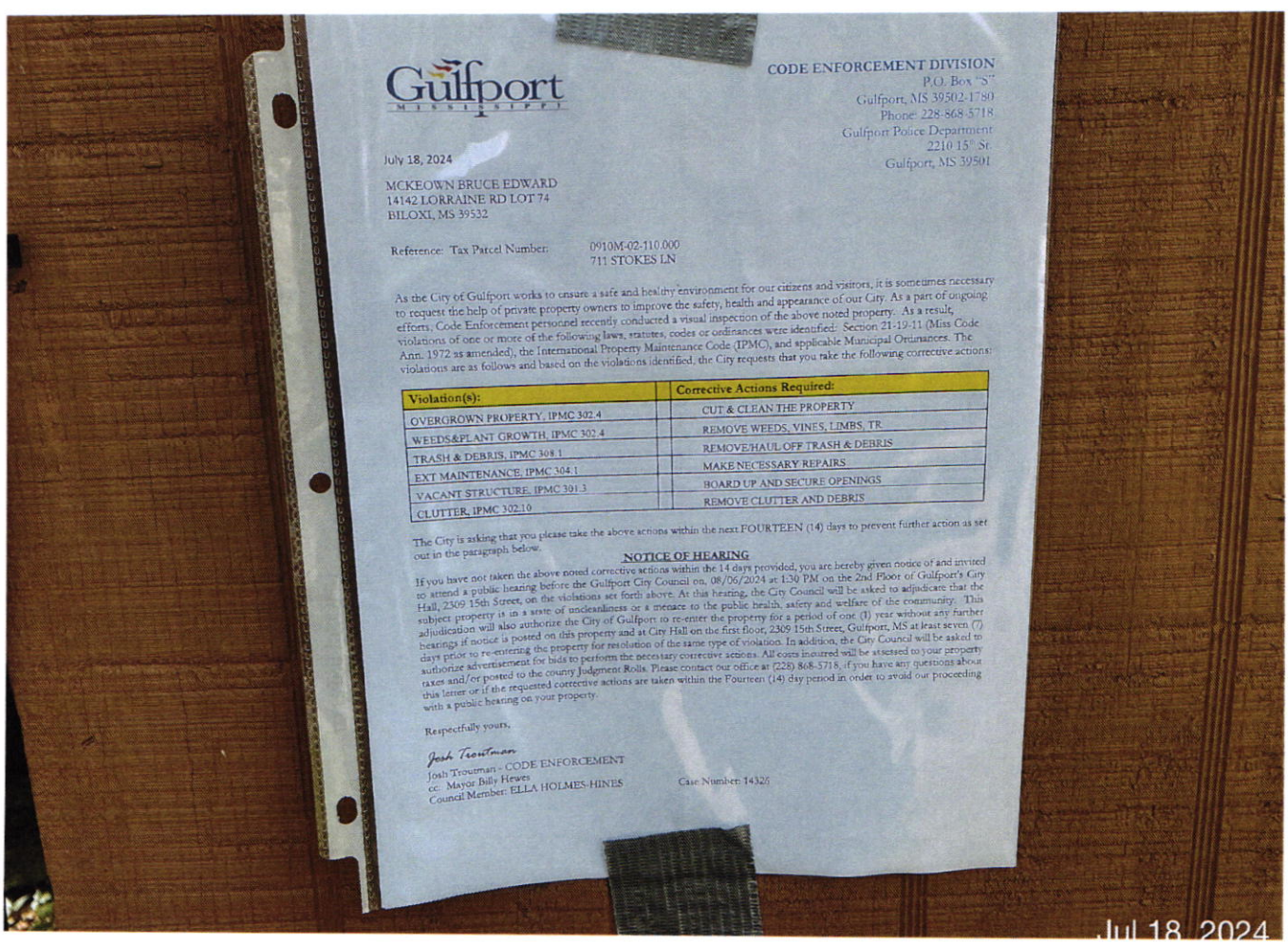
Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14326

Jul 18, 2024


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 18, 2024
MCKEOWN BRUCE EDWARD
14142 LORRAINE RD LOT 74
BILOXI, MS 39532
Reference: Tax Parcel Number: 0910M-02-110.000
711 STOKES LN
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
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Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3
BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
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Respectfully yours,
Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
Case Number: 14326
Jul 18, 2024

WASTE PRO
Jul 18, 2024

HAZ 2465
Jul 18, 2024

BEWARE OF DOG
Jul 18, 2024

WASTE PRO
GPT 037604
WASTE PRO
Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

SAUCEDA MAYRA E
2514 19TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-06-016.000
2514 19TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

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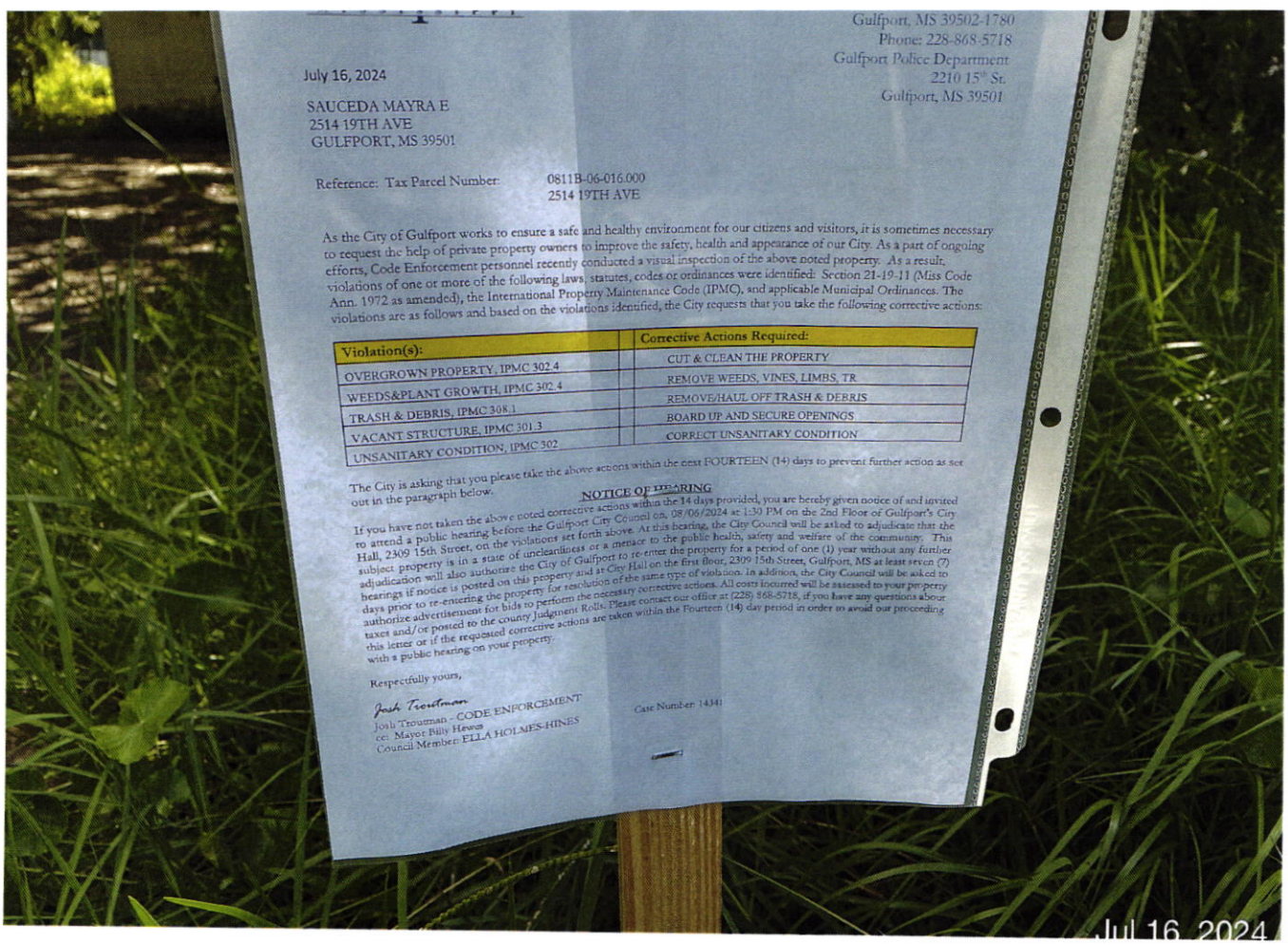
Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14341

Jul 16, 2024


Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 16, 2024
SAUCEDA MAYRA E
2514 19TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0811B-06-016.000
2514 19TH AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
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Respectfully yours,
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member ELLA HOLMES-HINES
Case Number 14341
Jul 16, 2024

Jul 16, 2024

Jul 16, 2024

Jul 16, 2024

Jul 16, 2024

Jul 16, 2024

Jul 16, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

GLOBAL ACQUISITIONS IV LLC
2200 15TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-03-042.000
2200 15TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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NOTICE OF HEARING

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14346

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

GLOBAL ACQUISITIONS IV LLC
PMB 353 4017 WASHINGTON RD
MC MURRAY, PA 15317

Reference: Tax Parcel Number: 0811B-03-042.000
2200 15TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14346

Jul 18, 2024

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 18, 2024
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Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
Case Number: 14346
Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

22ND ST
14TH AV
Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

MATTIE FUND LLC
2166 LAKE HOWELL PRESERVE CT
MAITLAND, FL 32751

Reference: Tax Parcel Number: 0810P-01-126.000
1220 32ND ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 14350

HOLLOWAY
CONSTRUCTION
(228)213-6229
Jul 18, 2024

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 18, 2024
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MAITLAND, FL 32751
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Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member ELLA HOLMES-HINES
Case Number: 14350
JUL 18 2024

HOLLOWAY
(228)213-6229
Jul 18, 2024

Jul 18, 2024

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P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

HL&C - HARRISON LLC
2731 14TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-01-015.000
2731 14TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 14366

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

HL&C - HARRISON LLC
PO BOX 1
PICAYUNE, MS 39466

Reference: Tax Parcel Number: 0811B-01-015.000
2731 14TH AVE

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
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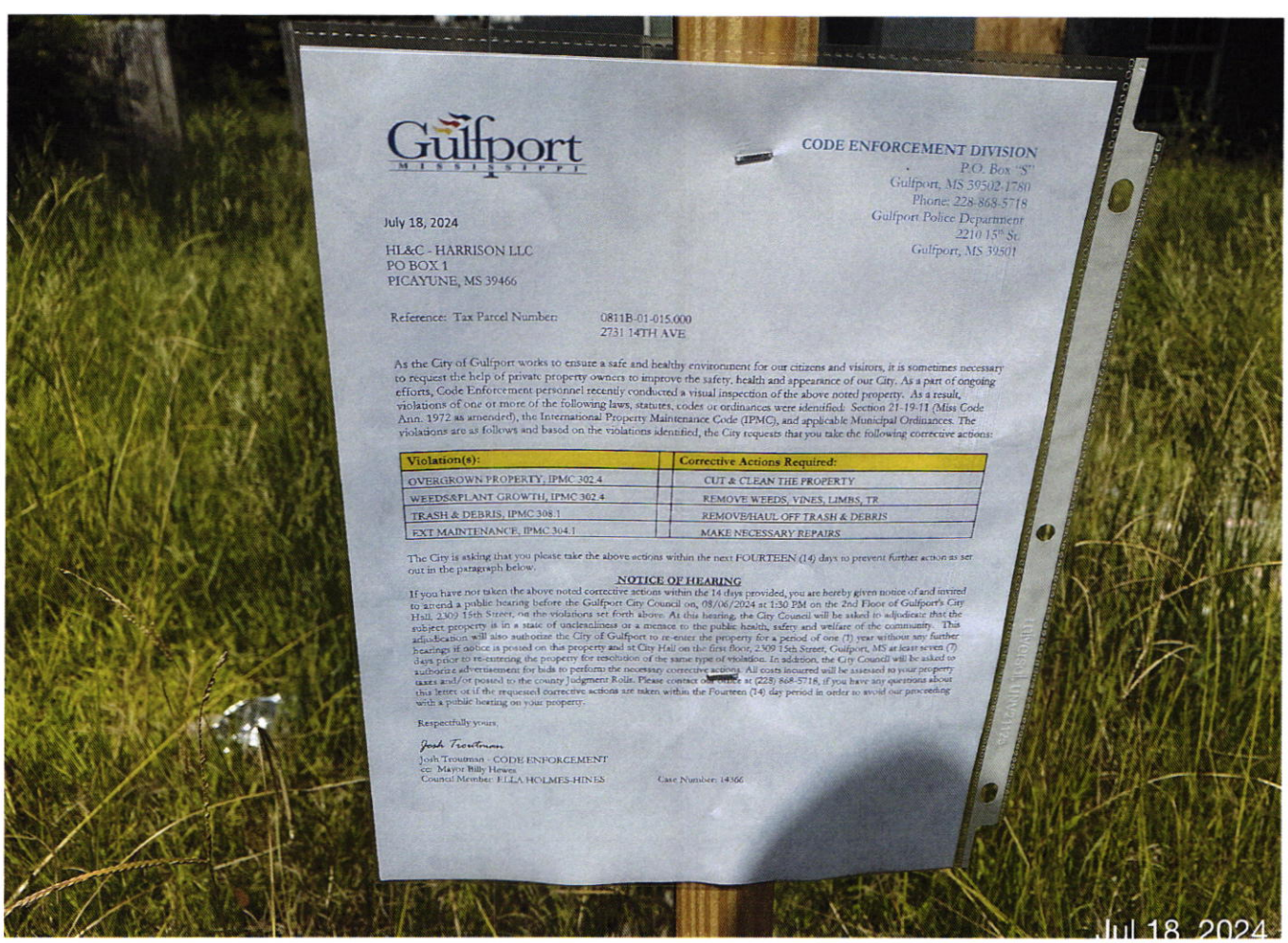
Jul 18, 2024


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 18, 2024
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PO BOX 1
PICAYUNE, MS 39466
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Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
Case Number: 14366
Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

BAYOU RENTAL PROPERTIES INC
2214 23RD ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811C-03-025.001
2214 23RD ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 14383

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

BAYOU RENTAL PROPERTIES INC
445 TEGARDEN RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0811C-03-025.001
2214 23RD ST

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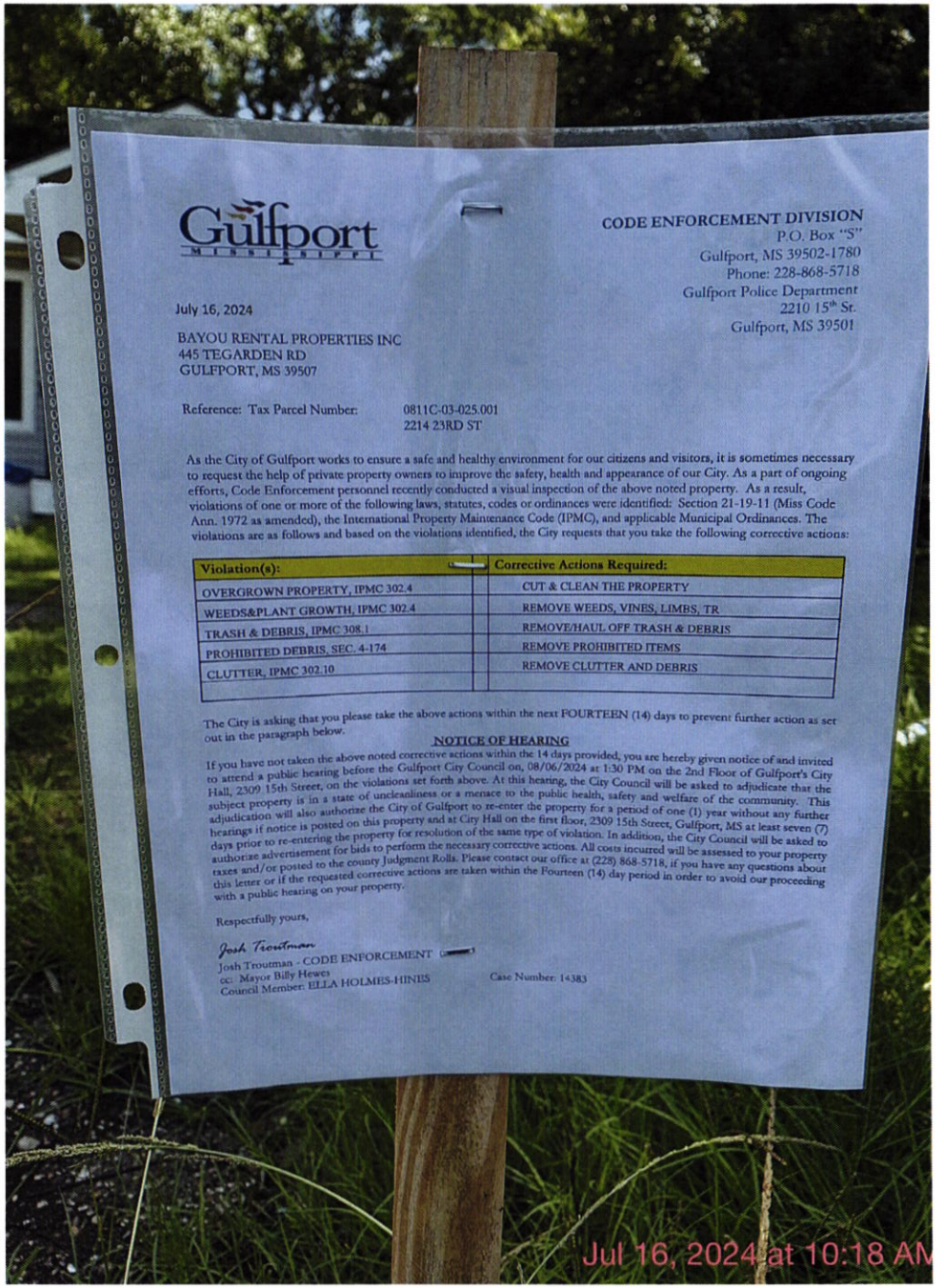
Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 14383

Jul 16, 2024 at 10:18 AM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Reference: Tax Parcel Number: 0811C-03-025.001
2214 23RD ST
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174
REMOVE PROHIBITED ITEMS
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.
Respectfully yours,
Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
Case Number: 14383
Jul 16, 2024 at 10:18 AM

Jul 15, 2024

Jul 15, 2024

Jul 15, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 12, 2024

GORDON ANGELA D
1241 35TH ST
GULFPORT, MS0 39501

Reference: Tax Parcel Number: 0810I-01-090.000
1241 35TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14386

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 12, 2024

GORDON ANGELA D
65 SHIRLEY DR
PHILADELPHIA, MS 39350

Reference: Tax Parcel Number: 0810I-01-090.000
1241 35TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

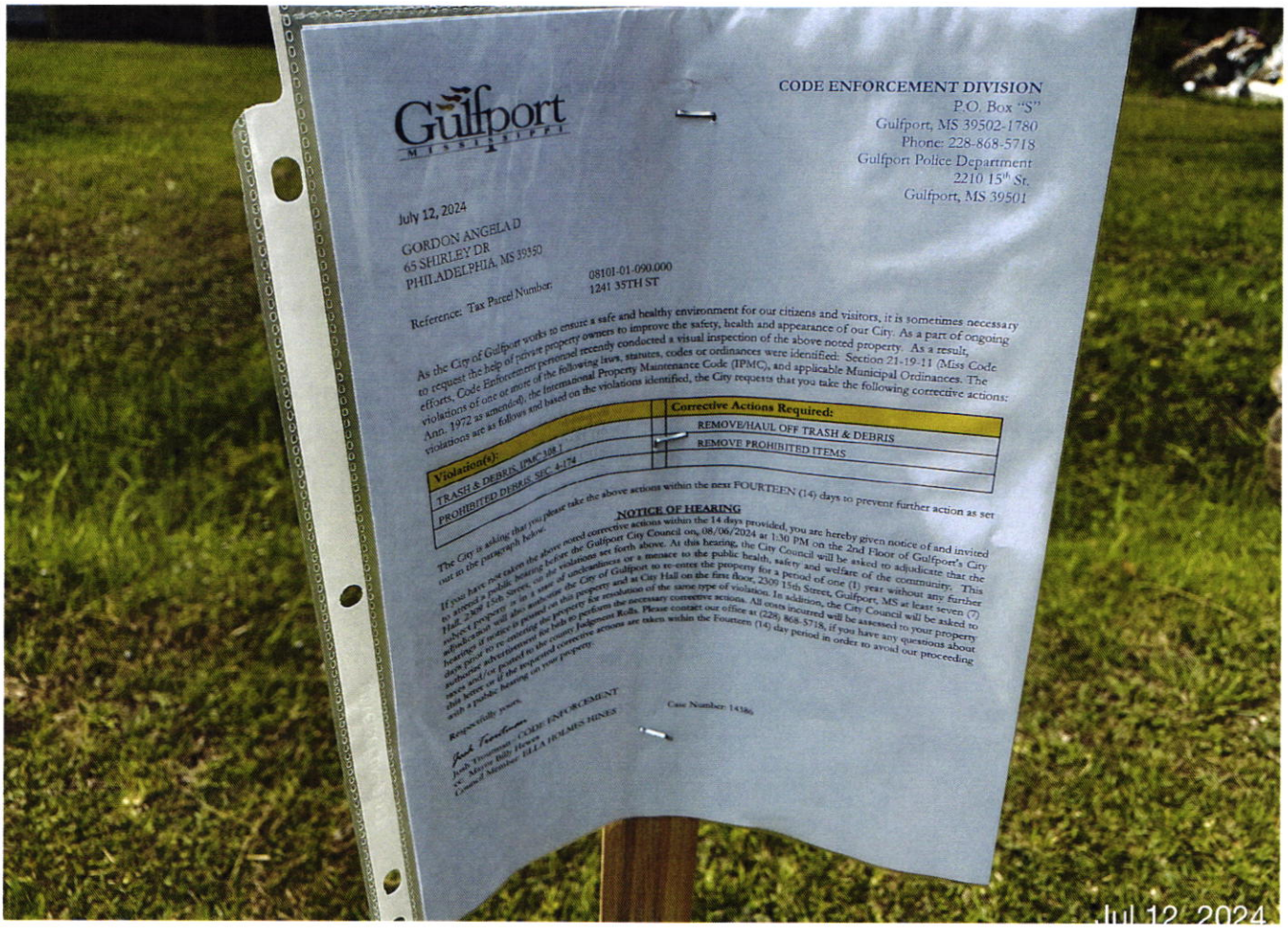
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 14386


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 12, 2024
GORDON ANGELA D
65 SHIRLEY DR
PHILADELPHIA, MS 39350
Reference: Tax Parcel Number: 08101-01-090.000
1241 35TH ST
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended); the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
TRASH & DEBRIS, IPMC 308.1
PROHIBITED DEBRIS, SEC. 8-174
Corrective Actions Required:
REMOVE/HAUL OFF TRASH & DEBRIS
REMOVE PROHIBITED ITEMS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing to be held before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This finding will also be placed on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize and/or granted the County Judgment for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes

Jul 12, 2024

Jul 12, 2024

Jul 12, 2024

Jul 12, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

ROBINSON MILTON D
2207 30TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-03-021.001
2207 30TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

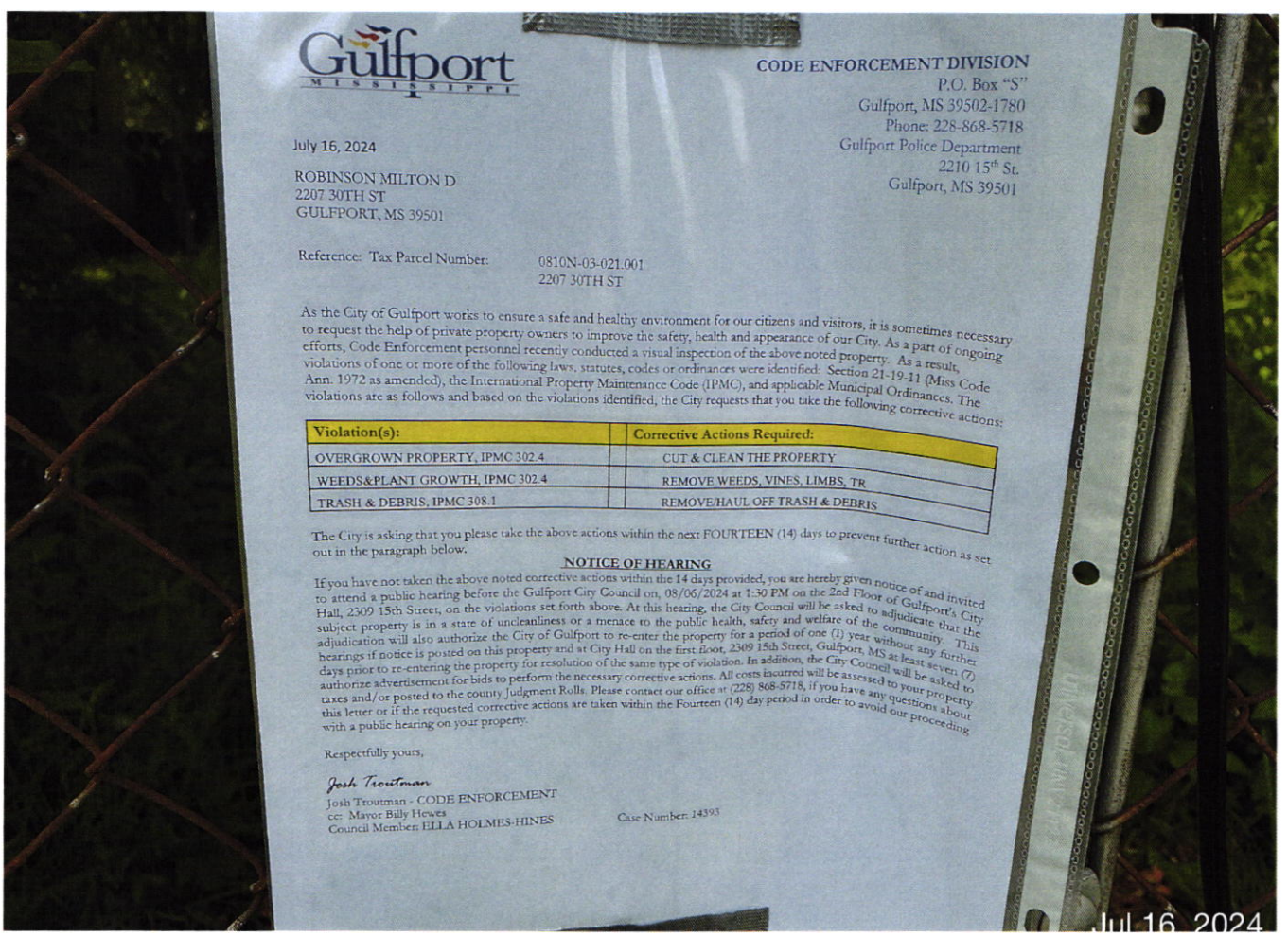
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 14393



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

ROBINSON MILTON D
2207 30TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-03-021.001
2207 30TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 14393

Jul 16, 2024

Jul 16, 2024

Jul 16, 2024

Jul 16, 2024

2207
Jul 16, 2024

Jul 16, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 17, 2024

STATE OF MISSISSIPPI - SECRETARY OF STAT
PUBLIC LANDS DIVISION
4509 INDIANA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810E-02-106.000
4509 INDIANA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 14494

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 17, 2024

STATE OF MISSISSIPPI - SECRETARY OF STAT
PUBLIC LANDS DIVISION
P.O. BOX 136
JACKSON, MS 39205

Reference: Tax Parcel Number: 0810E-02-106.000
4509 INDIANA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

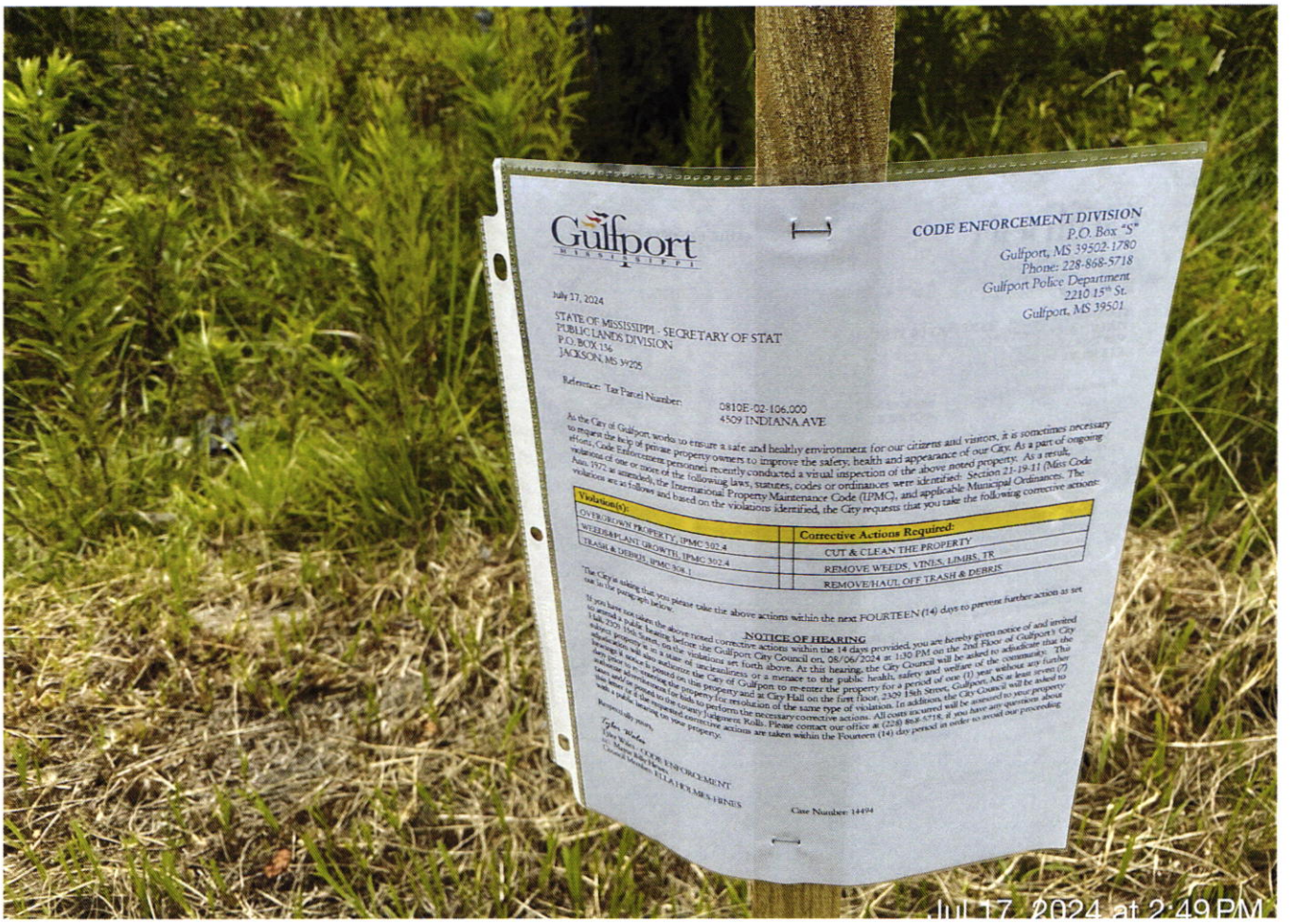
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 14494


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 17, 2024
STATE OF MISSISSIPPI - SECRETARY OF STAT
PUBLIC LANDS DIVISION
P.O. BOX 136
JACKSON, MS 39205
Reference: Tax Parcel Number: 0810E-02-106.000
4509 INDIANA AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a virtual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972) as amended, the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DERRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, Gulfport, MS at least seven (7) days prior to such hearing to address the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of nuisance, blight, or a menace to the public health, safety and welfare of the community. The City Council will be asked to authorize the City of Gulfport to re-enter the property for a period of one (1) year, without any further notice to you, for the purpose of bringing the property and all City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to such hearing to address the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of nuisance, blight, or a menace to the public health, safety and welfare of the community. The City Council will be asked to authorize the City of Gulfport to re-enter the property for a period of one (1) year, without any further notice to you, for the purpose of bringing the property and all structures and improvements thereon into compliance with the City's ordinances. Additionally, the City Council will be asked to authorize the City of Gulfport to perform the necessary corrective actions. All costs incurred will be assessed to your property with a possible lien placed on the property for resolution of the same type of violation. In addition, the City Council will be asked to with a possible lien placed on the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize the City of Gulfport to perform the necessary corrective actions. All costs incurred will be assessed to your property with a possible lien placed on the property. Judgment. Rules. Please contact our office at (228) 868-5718, if you have any questions about these matters or if you need additional time to complete the corrective actions. Failure to respond to this notice or if the corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding
Respectfully yours,
Tyler Rieder
Tyler Rieder, CODE ENFORCEMENT
Cc: Mayor Billy Hewes
Council Member ELLA HOLMES-HINES
Case Number: 14494
Jul 17, 2024 at 2:49 PM

Jul 17, 2024 at 2:49 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

CUMBERLAND MILFORD E III
2510 19TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-06-015.000
2510 19TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

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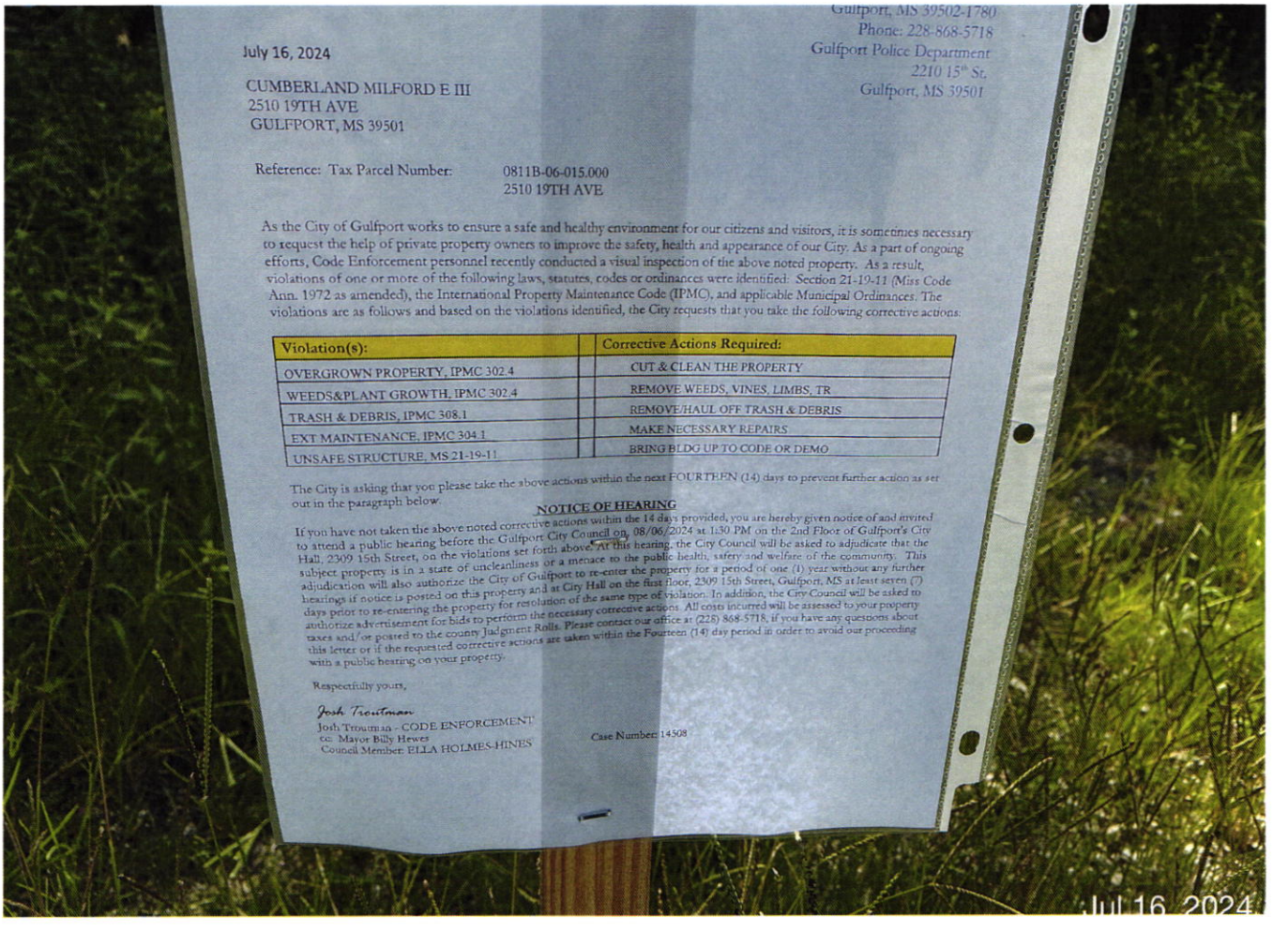
Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 14508

Jul 16, 2024


Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 16, 2024
CUMBERLAND MILFORD E III
2510 19TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0811B-06-015.000
2510 19TH AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s): | Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4 | REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1 | MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11 | BRING BLDG UP TO CODE OR DEMO
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
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Respectfully yours,
Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
Case Number: 14508
Jul 16, 2024

Jul 16 2024

Jul 16 2024

Jul 16, 2024

Jul 16, 2024

Jul 16, 2024

Jul 16, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

SHOEMAKER LISA M
11188 HIDDEN CREEK DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1008K-03-010.020
11188 HIDDEN CREEK DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 14313

Gulfport
CODE ENFORCEMENT DIVISION
Jul 18, 2024

Jul 18, 202

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

LADNER HAYLEY LYN -EST-
11528 BOLES BLVD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1007L-06-017.000
11528 BOLES BLVD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
BOAT PARKING SEC. IV (3)(b)		REMOVE/RELOCATE BOAT
UTILITY TRL PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER
RECREATIONAL VEHICLE ORDINANCE		REMOVE/RELOCATE REC VEHICLE
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/RELOCATE USE APPLIANCES

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 14461

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

LADNER HAYLEY LYN -EST-
26 PASS RD APT 9B
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1007L-06-017.000
11528 BOLES BLVD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
BOAT PARKING SEC. IV (3)(b)		REMOVE/RELOCATE BOAT
UTILITY TRL PKG, IPMC 302.10.3		REMOVE/RELOCATE TRAILER
RECREATIONAL VEHICLE ORDINANCE		REMOVE/RELOCATTE REC VEHICLE
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/RELOCATE USED APPLIANCES

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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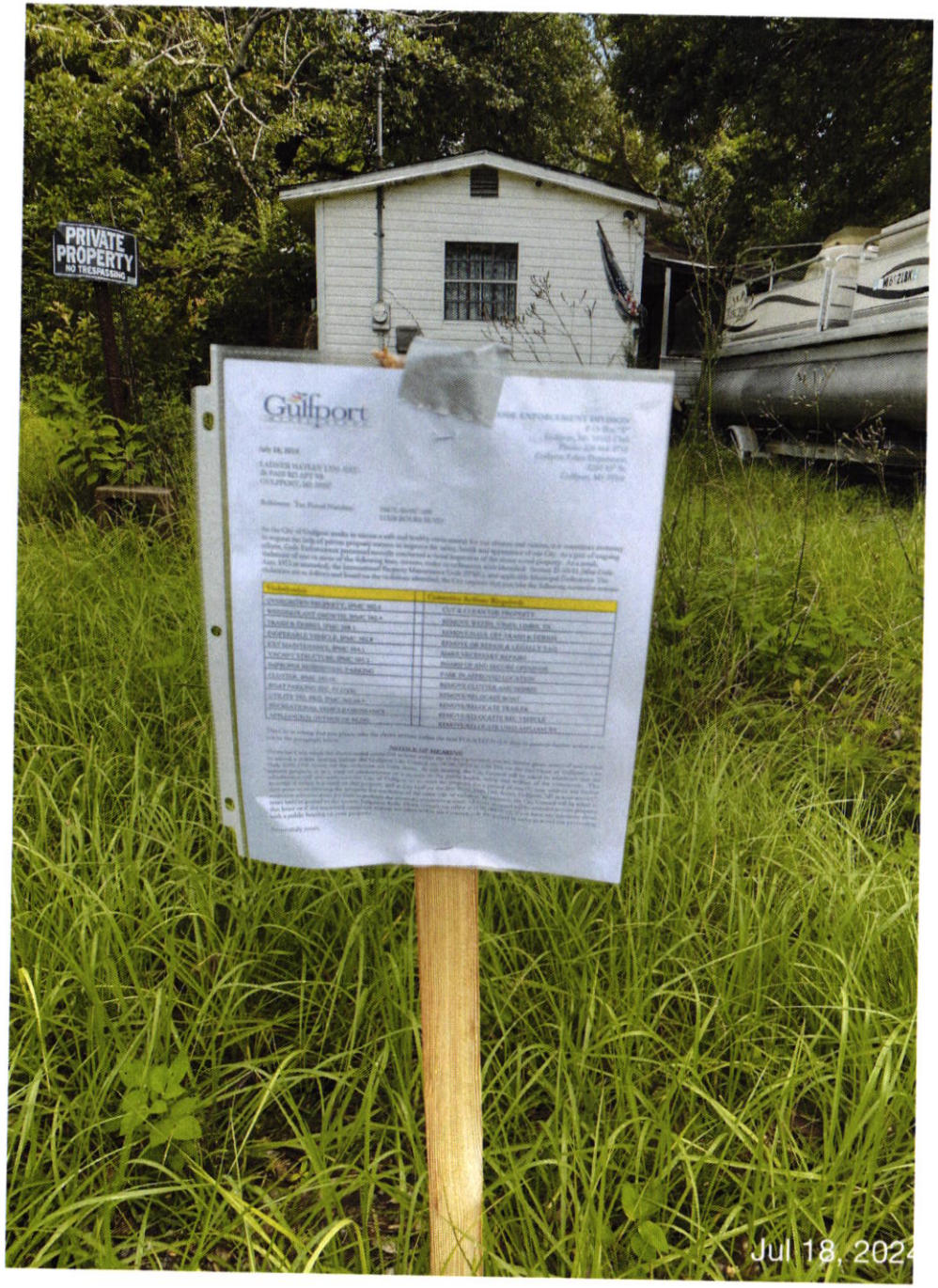
Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 14461


PRIVATE PROPERTY
NO TRESPASSING
Gulfport
Jul 18, 2024

PRIVATE PROPERTY
Jul 18, 2024

Jul 18, 2024

Jul 18 2024

PRIVATE
PROPERTY
Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

Jul 18, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 17, 2024

PARKER PATRICIA & LOCKRIDGE J
13275 O'NEAL RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908D-01-001.000
13275 O'NEAL RD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
UNSAFE CONDITIONS, IPMC 304.1.1		CORRECT UNSANITARY CONDITIONS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTER AND DEBRIS
BOAT PARKING, SEC IV (3)(b)		REMOVE/RELOCATE BOAT
INDOOR FURNITURE OUTSIDE		REMOVE/RELOCATE FURNITURE
IMPROPER TIRE STORAGE		REMOVE OR WEATHER PROOF TIRES

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 14227

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 17, 2024

PARKER PATRICIA & LOCKRIDGE J
104 WEST CHIPWOOD DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908D-01-001.000
13275 O'NEAL RD

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
UNSAFE CONDITIONS, IPMC 304.1.1		CORRECT UNSANITARY CONDITIONS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTER AND DEBRIS
BOAT PARKING, SEC IV (3)(b)		REMOVE/RELOCATE BOAT
INDOOR FURNITURE OUTSIDE		REMOVE/RELOCATE FURNITURE
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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 14227

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 17, 2024

FAMILY HOME OFFER, LLC,
A MISSISSIPPI LIMITED LIABILITY COMPANY
3200 N PALM AIRE, UNIT 501
POMPANO BEACH, FL 33069

Reference: Tax Parcel Number: 0908D-01-001.000
13275 O'NEAL RD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
UNSAFE CONDITIONS, IPMC 304.1.1		CORRECT UNSANITARY CONDITIONS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTER AND DEBRIS
BOAT PARKING, SEC IV (3)(b)		REMOVE/RELOCATE BOAT
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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 14227

Gulfport
Jul 17, 202

Jul 17, 202

Jul 17, 2024

Jul 17, 2024

Jul 17, 2024

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Jul 17, 2024

Jul 17, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 22, 2024

LATORRES CHRISTOPHER
913 WEST 43RD ST
ASHTABULA, OH 44004

Reference: Tax Parcel Number: 0908L-02-015.011
128 FAUST DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 14243

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 22, 2024

LATORRES CHRISTOPHER
128 FAUST DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908L-02-015.011
128 FAUST DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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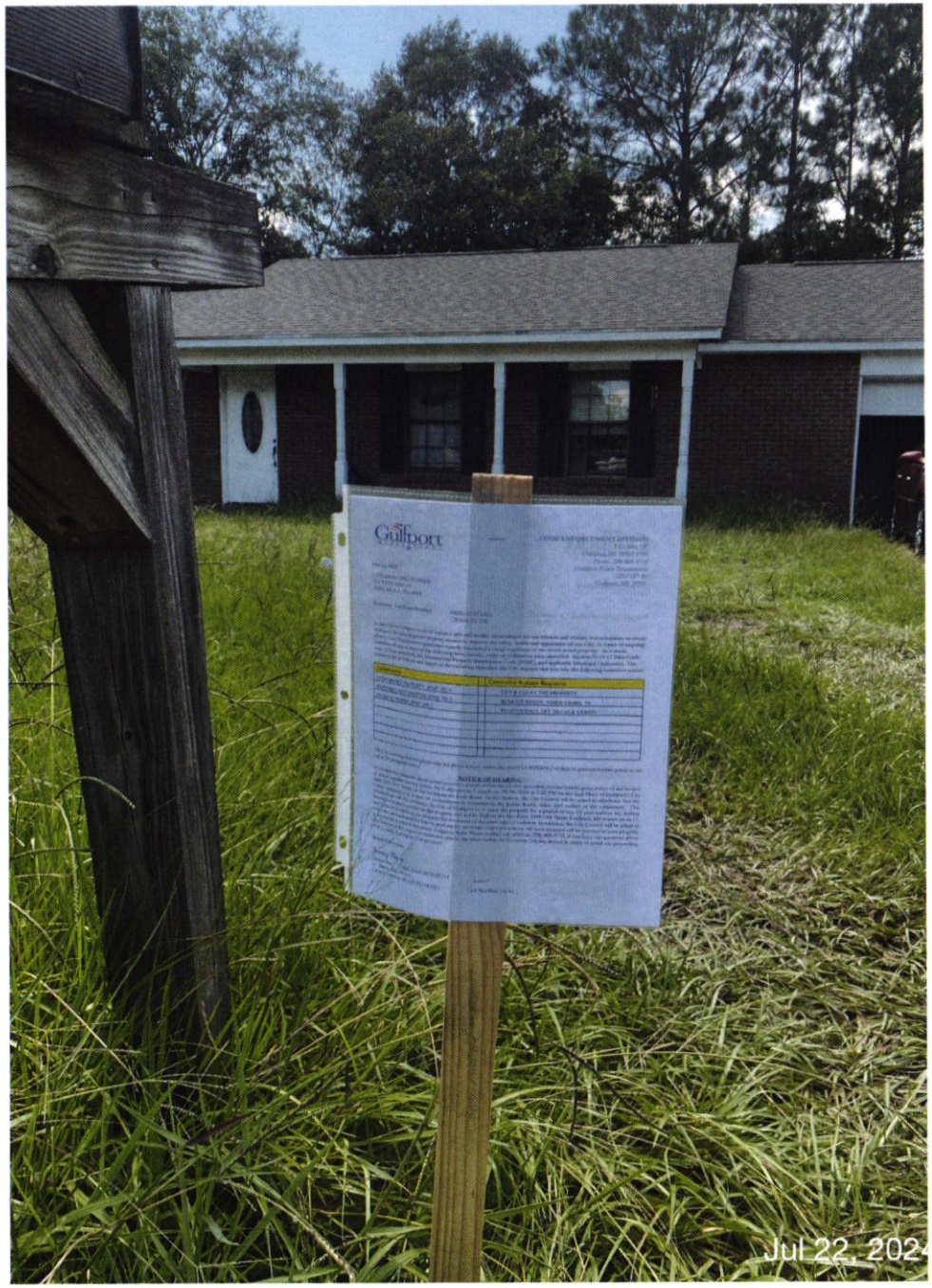
Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 14243


Gulfport
Jul 22, 202

Jul 22, 202

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 22, 2024

PHIPPS CHRISTINA -ESTATE-
7 WINGATE DR RT 12
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908L-02-006.000
7 WINGATE DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 14509

Gulfport
Jul 22, 202

Jul 22, 202

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 22, 2024

MAY PHILLIP D
8 KATHERINE PL
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908J-01-027.000
8 KATHERINE PL

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 14511

8
Jul 22, 2024

8
Jul 22, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 17, 2024

SAUSSY CHARLES
1025 MADSEN AVE
WIGGINS, MS 39577

Reference: Tax Parcel Number: 0908E-01-001.035
13409 LOCUST HILL DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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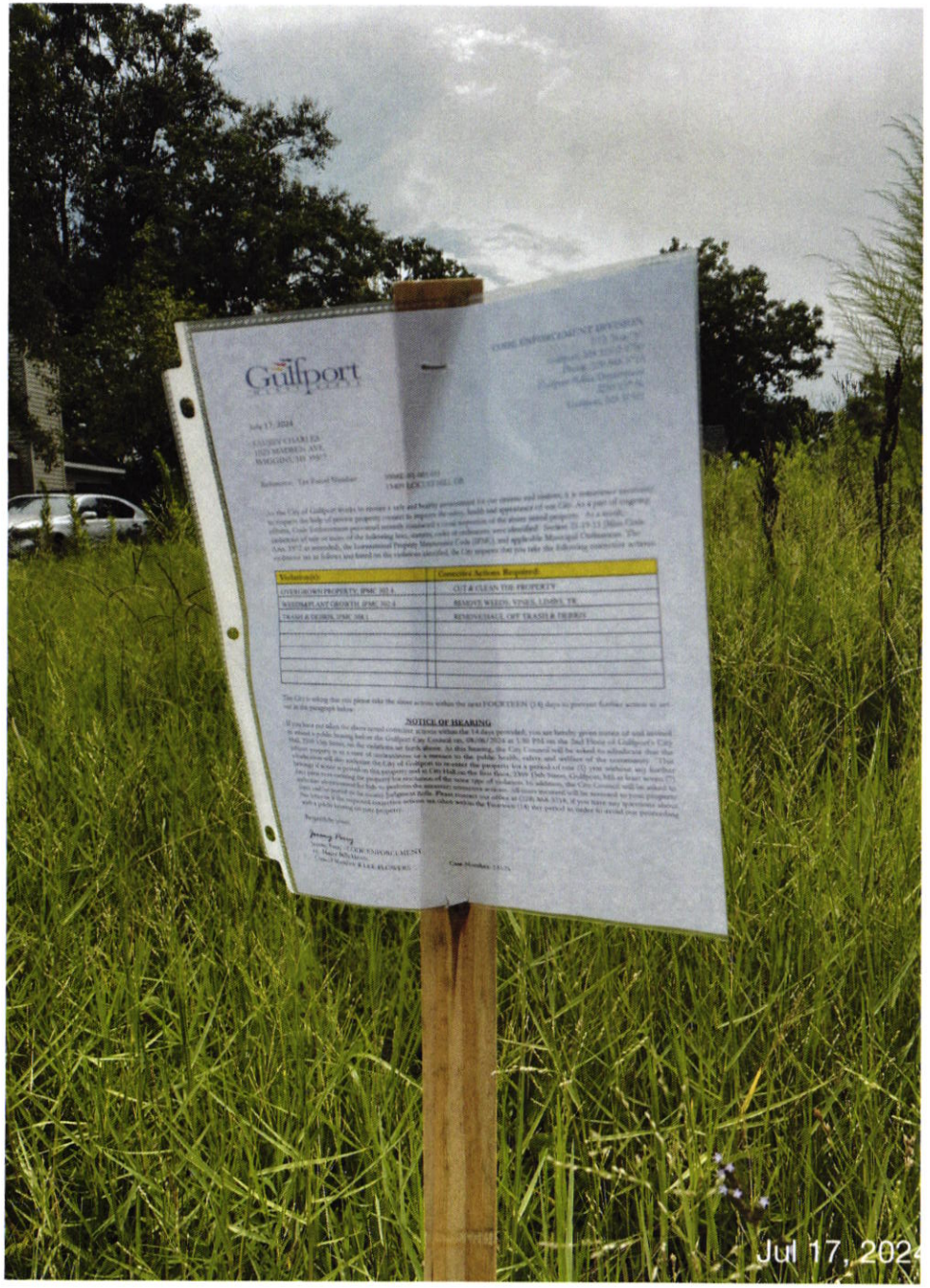
Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 14525


Gulfport
CODE ENFORCEMENT DIVISION
NOTICE OF HEARING
Jul 17, 2024

Jul 17, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 8, 2024

WOOD MARK D JR & SHONDA L
16188 CRESTVIEW DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0708H-03-144.000
16188 CRESTVIEW DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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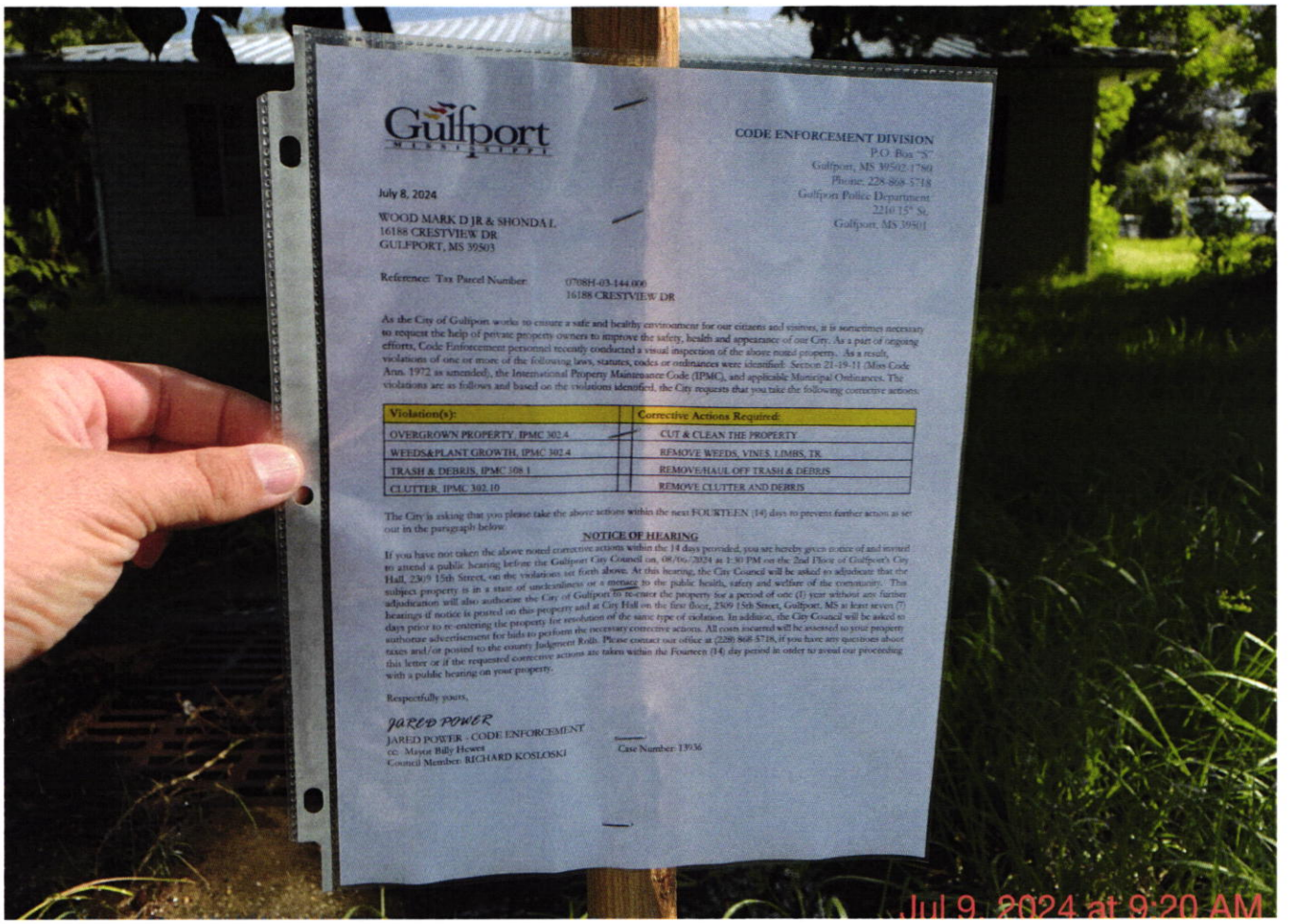
Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 13936



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 8, 2024

WOOD MARK D JR & SHONDA L
16188 CRESTVIEW DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0708H-03-144.000
16188 CRESTVIEW DR

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Respectfully yours,

JARED POWER
JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RICHARD KOSLOSKI

Case Number: 13936

Jul 9, 2024 at 9:20 AM

Jul 9, 2024 at 9:20 AM

Jul 8, 2024 at 10:07 AM

Jul 8, 2024 at 10:07 AM

Jul 8, 2024 at 10:07 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 12, 2024

11487 HIGHWAY 49 PROPERTY LLC
11487 HWY 49
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808L-04-007.000
11487 HWY 49

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

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Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 14115

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 12, 2024

11487 HIGHWAY 49 PROPERTY LLC
P O BOX 6878
SAN PEDRO, CA 90734

Reference: Tax Parcel Number: 0808L-04-007.000
11487 HWY 49

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
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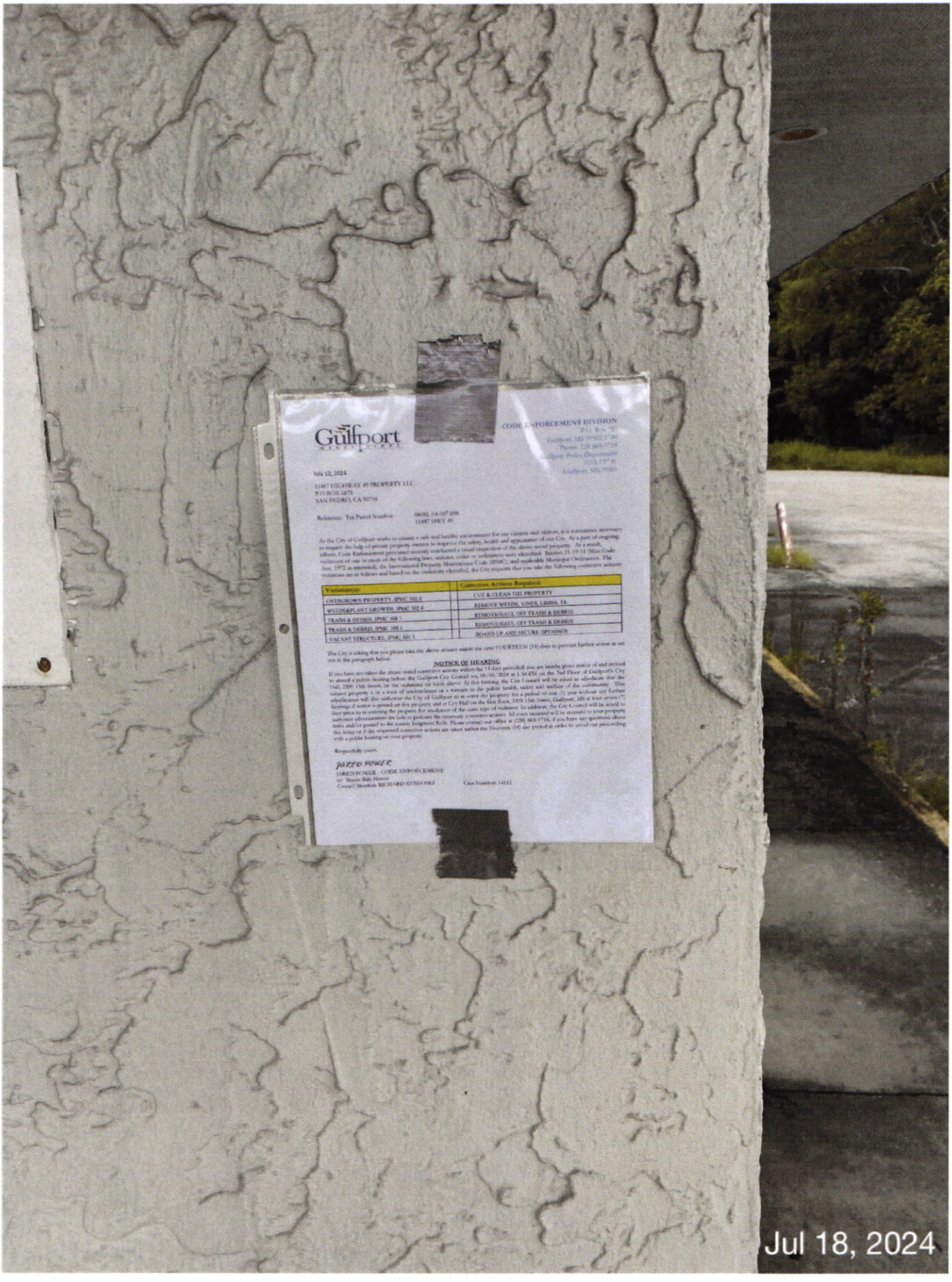
Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 14115


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box "G"
Gulfport, MS 39502-1780
Phone: 228.868.5734
Gulfport Police Department
2116 15th St
Gulfport, MS 39501
July 12, 2024
11497 HIGHWAY 49 PROPERTY LLC
P O BOX 10878
SAN PEDRO, CA 90734
Reference: Tax Parcel Number: 0838L-04-007.006
11497 HWY 49
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 Miss Code Ann. 1972 as amended, the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
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CUT & CLEAN THE PROPERTY
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REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
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Respectfully yours,
JARED POWER
JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RICHARD KOSLOSKI
Case Number: 14115
Jul 18, 2024

ENTRANCE
Jul 18, 2024

Jul 12, 2024 at 1:49 PM

Jul 12, 2024 at 1:50 PM

Jul 12, 2024 at 1:48 PM

Jul 12, 2024 at 1:49 PM

Jul 12, 2024 at 1:47 PM

APA
MILL GUA
Georgia-Pacific
Jul 12, 2024 at 1:48 PM

Jul 12, 2024 at 1:51 PM

Jul 12, 2024 at 1:51 PM

BRUTE
Jul 12, 2024 at 1:50 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 10, 2024

HAMMETT BUDDY RAY JR
14412 RHONDA CT
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808B-02-033.000
14412 RHONDA CT

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 14203

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 10, 2024

HAMMETT BUDDY RAY JR
100 SLATER RD
LUMBERTON, MS 39455

Reference: Tax Parcel Number: 0808B-02-033.000
14412 RHONDA CT

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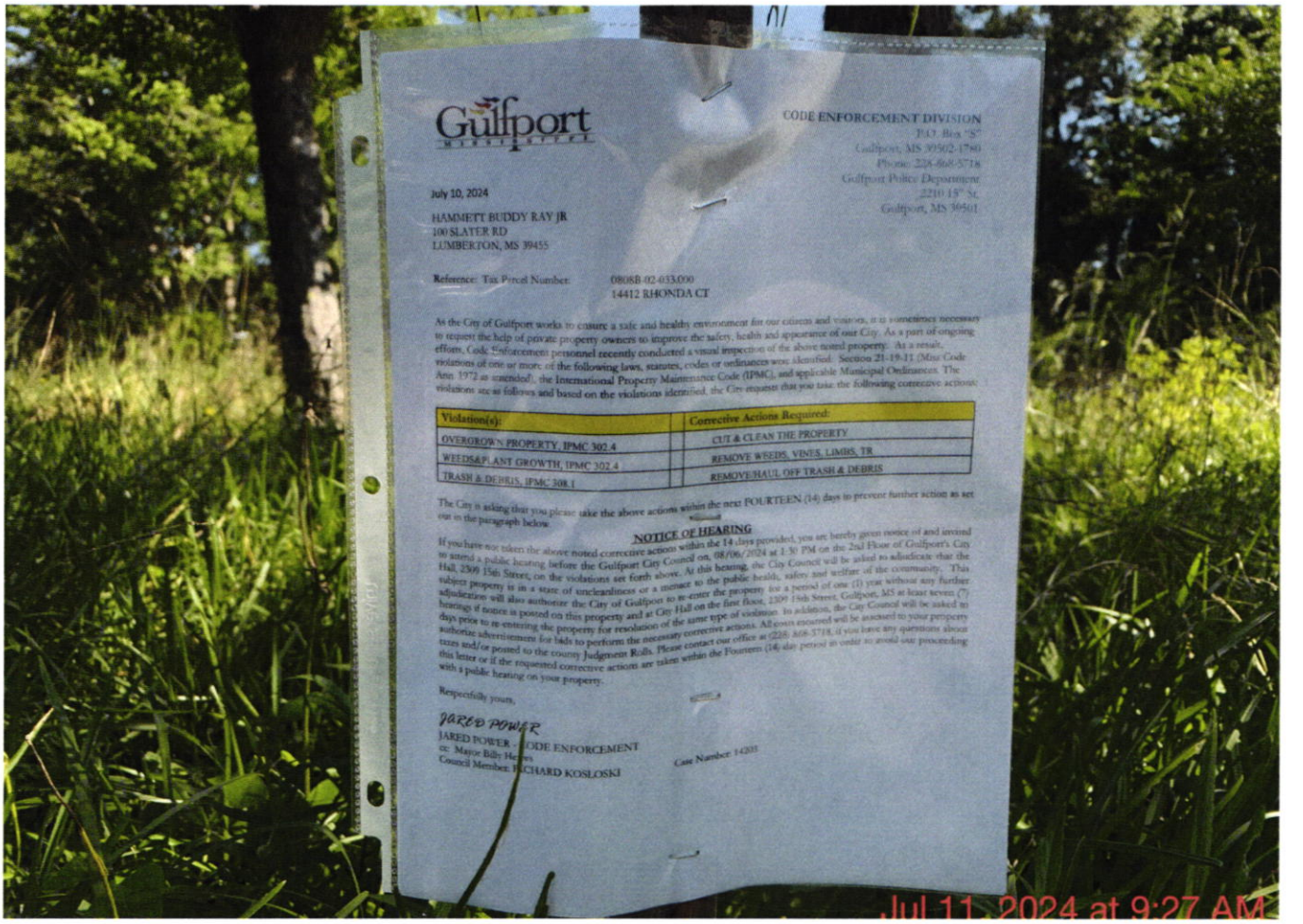
Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 14203


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 10, 2024
HAMMETT BUDDY RAY JR
100 SLATER RD
LUMBERTON, MS 39455
Reference: Tax Parcel Number: 0808B-02-033.000
14412 RHONDA CT
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REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
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Respectfully yours,
JARED POWER
JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI
Case Number: 14203
Jul 11, 2024 at 9:27 AM

Jul 11, 2024 at 9:27 AM

Jul 10, 2024 at 9:34 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 8, 2024

LADNIER RONALD & KIMBERLEY
16062 CRESTVIEW DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0708H-03-132.000
16062 CRESTVIEW DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 14406

Jul 9, 2024 at 9:21 AM

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "5"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 8, 2024
LADNIER RONALD & KIMBERLEY
16062 CRESTVIEW DR
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0708H-03-132.000
16062 CRESTVIEW DR
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
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Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/06/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.
Respectfully yours,
JARED POWER
JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI
Case Number: 14406
Jul 9, 2024 at 9:21 AM

Jul 8, 2024 at 9:46 AM

Jul 8, 2024 at 9:46 AM

Jul 8, 2024 at 9:46 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 8, 2024

CROSLEY RACHEL ANN ETAL
16183 CRESTVIEW DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0708H-04-015.000
16183 CRESTVIEW DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

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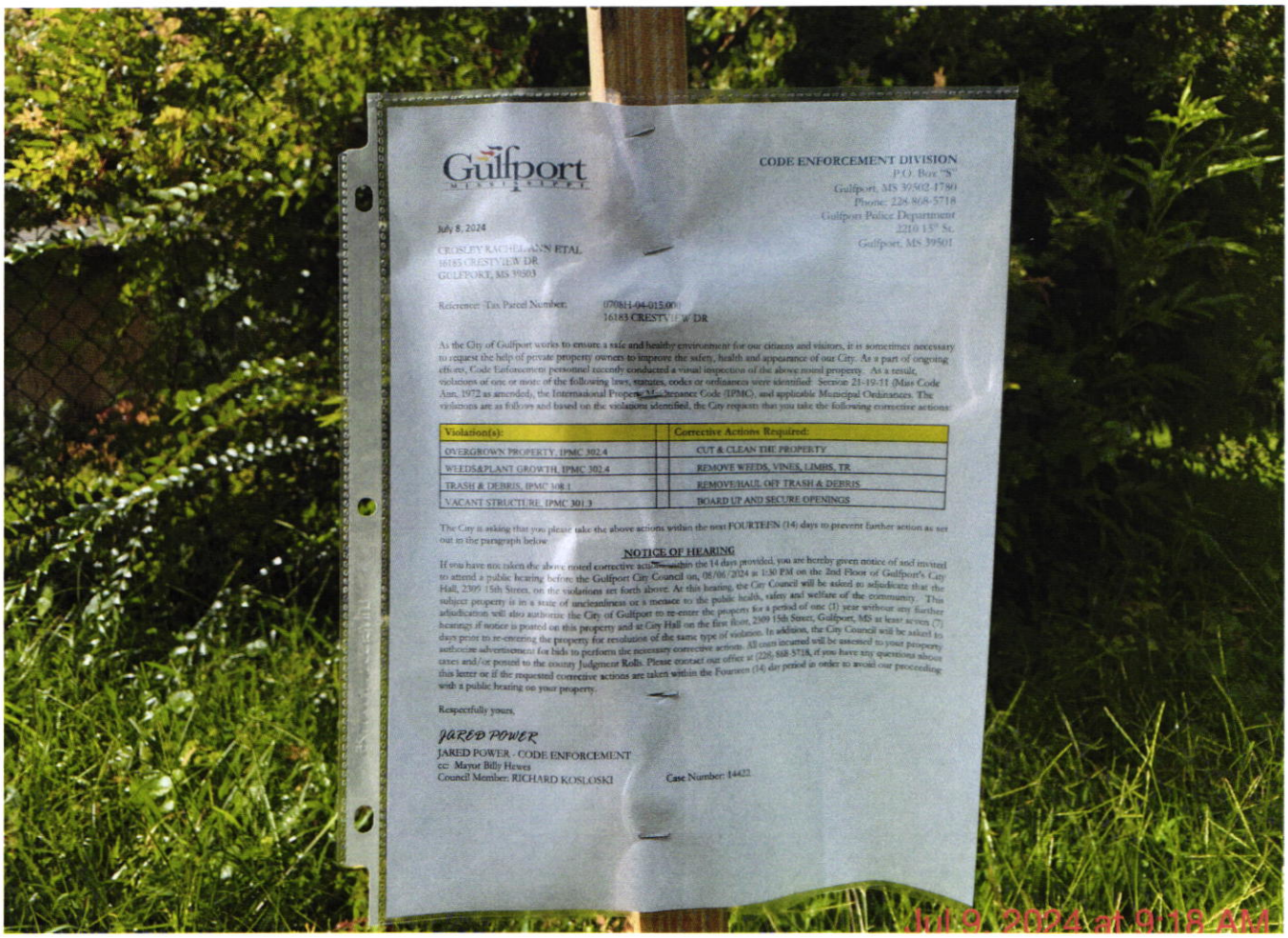
Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 14422

Jul 9, 2024 at 9:19 AM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 8, 2024
CROSLEY RACHEL ANN ETAL
16185 CRESTVIEW DR
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0708H-04-015.000
16185 CRESTVIEW DR
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-31 (Miss Code Ann., 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3
BOARD UP AND SECURE OPENINGS
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Respectfully yours,
JARED POWER
JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI
Case Number: 14422
Jul 9, 2024 at 9:18 AM

Jul 8, 2024 at 10:05 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 11, 2024

MORGAN MATTHEW P & TIFFANY A
13727 RIDGEHAVEN WAY
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0807H-01-004.105
13727 RIDGEHAVEN WAY

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 14468

13727
Jul 11, 2024 at 3:13 PM

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box 1780
Gulfport, MS 39502-1780
Phone: 228.868.5710
Gulfport Police Department
2270 18th St.
Gulfport, MS 39501
July 11, 2024
MORGAN MATTHEW P & TIFFANY A
13727 RIDGEHAVEN WAY
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0807H-01-004.105
13727 RIDGEHAVEN WAY
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Respectfully yours,
JARED POWER
JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RICHARD KOSLOSKI
Case Number: 14468
Jul 11, 2024 at 3:12 PM

Jul 11, 2024 at 10:42 AM

Gulfport
MISSISSIPPI
PO Box 1780 | Gulfport, MS | 2309 15th Street
P: 228.868.5700 | F: 228.868.5800 | gulfport-ms.gov

Memorandum

To: City Council
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

From: Brittany Rodgers
Clerk of Council/Deputy City Clerk

Re: Appeal – Civil Penalty Ticket Numbers: 13834, 13838, 13886, 13912, 13920, 13966, 14004, and 14008.

Tuesday, August 6, 2024

Deutsch Kerrigan, L.L.P., on behalf of Mark IV Realty Corporation, filed the attached Notice of Appeal to City Council regarding Civil Penalty Ticket Numbers: 13834, 13838, 13886, 13912, 13920, 13966, 14004, and 14008.

The Notice of Appeal to City Council was properly filed pursuant to Section 111.2.2 of Chapter 3, Article VI. § 3-245.

Brittany Rodgers,
Clerk of Council/Deputy City Clerk

Attachments:
(1) 5.28.24 Notice of Appeal on Ticket Numbers 13838 and 13886
(2) 5.29.24 Notice of Appeal on Ticket Numbers 13920 and 13966
(3) 6.12.24 Notice of Appeal Hearing
(4) 7.3.24 Notice of Decision of Appeal Hearing
(5) 7.10.24 Notice of Appeal to City Council

DeutschKerrigan

2510 14th Street, Suite 1001
Gulfport, MS 39501
T. 228-265-6994
F. 228-863-5278
dvaughn@deutschkerrigan.com

R. Douglas Vaughn

Recd via email on 5/28/24 @ 2:42 pm RBell

May 28, 2024

Via Email/cityclerk@gulfport-ms.gov

Gulfport City Clerk
2309 15th Street
Gulfport, MS 39501

Re: Name of Violator: Mark IV Realty Corporation
Parcel No.: 1008K-03-008.000
Ticket Nos.: 13838 and 13886

To Whom It May Concern:

Please be advised that I represent Mark IV Realty Corporation in the above-referenced matter. This correspondence shall serve as Mark IV Realty Corporation's appeal of the May 20, 2024, Notices of Civil Penalty for City of Gulfport Ticket Nos. 13838 and 13886.

Please direct all future communications regarding this matter to my attention at the above-referenced address.

Sincerely,

DEUTSCH KERRIGAN, L.L.P.

R. Douglas Vaughn

RDV/mcp

Rashida T. Bell

From: Petersen, Michelle <mpetersen@deutschkerrigan.com>
Sent: Tuesday, May 28, 2024 2:42 PM
To: General Admin - City Clerk
Cc: Vaughn, R. Douglas
Subject: Mark IV Realty Corporation Appeal of Notices of Civil Penalty
Attachments: 2024.05.28 Ltr to COG (Mark IV Realty).pdf

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

Good afternoon. Please see the attached appeal submitted on behalf of Mark IV Realty Corporation concerning Ticket Nos. 13838 and 13886.

Michelle Petersen
Deutsch Kerrigan, L.L.P.
Paralegal
T. 228.864.0161 | D. 228.265.6987 | mpetersen@deutschkerrigan.com

Deutsch Kerrigan - PRIVILEGED AND CONFIDENTIAL. The information contained in this email and any attachments hereto may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

DeutschKerrigan

2510 14th Street, Suite 1001
Gulfport, MS 39501
T. 228-265-6994
F. 228-863-5278
dvaughn@deutschkerrigan.com

R. Douglas Vaughn

Rec'd via email 5/29/24 @ 9:21 am RDV

May 29, 2024

Via Email/cityclerk@gulfport-ms.gov

Gulfport City Clerk
2309 15th Street
Gulfport, MS 39501

Re: Name of Violator: Mark IV Realty Corporation
Parcel No.: 1008K-03-008.000
Ticket Nos.: 13920 and 13966

To Whom It May Concern:

Please be advised that I represent Mark IV Realty Corporation in the above-referenced matter. This correspondence shall serve as Mark IV Realty Corporation's appeal of the May 23, 2024, Notices of Civil Penalty for City of Gulfport Ticket Nos. 13920 and 13966.

Please direct all future communications regarding this matter to my attention at the above-referenced address.

Sincerely,

DEUTSCH KERRIGAN, L.L.P.

R. Douglas Vaughn

RDV/mcp
cc: Jeff Bruni, Gulfport City Attorney (jbruni@gulfport-ms.gov)

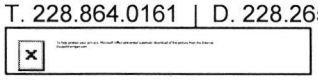
Rashida T. Bell

From: Petersen, Michelle <mpetersen@deutschkerrigan.com>
Sent: Wednesday, May 29, 2024 9:21 AM
To: General Admin - City Clerk
Cc: Jeff Bruni; Vaughn, R. Douglas; Davis, Leigh
Subject: Mark IV Realty Corporation/Notice of Civil Penalties/Ticket Nos. 13966 and 13920 [IMAN-DKS.FID1062594]
Attachments: 2024.05.29 Ltr to COG (Mark IV Realty).pdf

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

Good morning. Please see the attached appeal submitted on behalf of Mark IV Realty Corporation concerning Ticket Nos. 13966 and 13920.

Michelle Petersen
Deutsch Kerrigan, L.L.P.
Paralegal
T. 228.864.0161 | D. 228.265.6987 | mpetersen@deutschkerrigan.com



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Gulfport
MISSISSIPPI

OFFICE OF THE CAO

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

City Hall
2309 15th St.
Gulfport, MS 39501

NOTICE OF APPEAL HEARING

June 12, 2024

VIA FIRST CLASS U. S. MAIL
Deutsch Kerrigan on behalf of Mark IV Realty Corporation
2510 14th Street, Suite 1001
Gulfport, MS 39501

Re: Name of Appealing Party: Mark IV Realty Corporation
Date of Hearing: June 26, 2024

To Whom It May Concern,

Pursuant to Section 111.2 of the International Property Maintenance Code ("IPMC"), as adopted previously by the City of Gulfport, Mississippi, Gulfport, the Gulfport City Clerk's Office is in receipt of a written notice of appeal via email dated May 28, 2024 and May 29, 2024, whereby you are appealing a "Notice of Civil Penalty" that you were previously issued by the City's Code Enforcement Department for one or more violations under Chapter 3 of the IPMC. This is to serve as official notice that a hearing will be held on your appeal before the Hearing Officer at 3:00 p.m. on Wednesday, the 26th day of June, 2024. This hearing will take place in the first-floor conference room at City Hall, 2309 15th Street, Gulfport, Mississippi 39501. At this hearing, you will have the opportunity to present a written and/or verbal response, documents, witnesses and anything else in support of your appeal and any claim that you did not violate the provisions of Chapter 3 of the IPMC as previously cited and/or that you should otherwise not be issued or assessed the cited administrative or civil penalties / fines. Within three (3) business days of this hearing, the Hearing Officer will issue a final decision on your appeal and you will be so notified in writing. If you fail to appear at this appeal hearing, a final decision will be made in your absence.

This the 12th day of June, 2024.

Wayne E Miller

WAYNE E. MILLER
HEARING OFFICER
UNDER § 111.2.1 OF CHAPTER 3 OF THE IPMC
ADOPTED BY THE CITY OF GULFPORT

cc: Ms. Rashida Bell, City Clerk
Chief Adam Cooper, Chief of Police

Gulfport
MISSISSIPPI

OFFICE OF THE CAO

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

City Hall
2309 15th St.
Gulfport, MS 39501

NOTICE OF DECISION OF APPEAL HEARING

July 3, 2024

VIA CERTIFIED U.S. MAIL
Deutsch Kerrigan on behalf of Mark IV Realty Corporation
2510 14th Street, Suite 1001
Gulfport, MS 39501

Re:	Name of Appealing Party:	Deutsch Kerrigan on behalf of Mark IV Realty Corporation
	Ticket Numbers:	13834, 13838, 13886, 13912, 13920, 13966, 14004, 14008
	Date of Hearing:	June 26, 2024

To Whom It May Concern,

A hearing was held on the "Notice of Appeal" letters that you submitted to the City Clerk for the City of Gulfport which was received by the Clerk on May 28, 2024 and May 29, 2024. You were appealing the "Notice of Civil Penalty" issued to you on May 13, 2024, May 20, 2024, May 23, 2024 and May 28, 2024 (Ticket numbers: 13834, 13838, 13886, 13912, 13920, 1396614004, 14008). The hearing was held on June 26, 2024.

You have failed to take corrective actions on your property since April 26, 2024, April 29, 2024, May 1, 2024, May 3, 2024, May 6, 2024, May 8, 2024, May 10, 2024 and May 13, 2024 to remedy the violations noted on your property for which you received a $15,750.00 fine. On June 26, 2024, we received Code Enforcement's evaluation stating your property was still not in compliance with City Code.

As a result, it is my finding that your appeal of the "Notice of Civil Penalty" (Ticket numbers: 13834, 13838, 13886, 13912, 13920, 1396614004, 14008) is without merit, and should not be dismissed. The assessed civil penalties/fines against you as referenced in this "Notice of Civil Penalty" are required to be paid to the City of Gulfport.

If you desire to appeal this decision to the Gulfport City Council, you may do so in compliance with Section 111.2.2 as amended in the City's Code of Ordinances (Ordinance number 3055).

Wayne E. Miller

WAYNE E. MILLER
HEARING OFFICER
UNDER § 111.2.1 OF CHAPTER 3 OF THE IPMC
ADOPTED BY THE CITY OF GULFPORT

cc: Ms. Rashida Bell, City Clerk
Chief Adam Cooper, Chief of Police

DeutschKerrigan

2510 14th Street, Suite 1001
Gulfport, MS 39501
T. 228-265-6994
F. 228-863-5278
dvaughn@deutschkerrigan.com

R. Douglas Vaughn

July 10, 2024

Rashida Bell
City Clerk
1410 24th Avenue
Gulfport, Mississippi
39501

Re: Name of Appealing Party: Deutsch Kerrigan on behalf of Mark IV Realty Corporation

Ticket Numbers: 13834, 13838, 13886,13912, 13920, 13966, 14004, 14008

Date of Decision from Hearing Officer: July 3, 2024

To Whom It May Concern:

A hearing was held on the June 26, 2024, regarding Mark IV Realty Corporation's appeal of the Civil Penalties received between April 26, 2024, and May 29, 2024. Ultimately, the hearing officer determined the property was still not in compliance with City Code, and the appeal was denied.

This correspondence shall serve as Mark IV Realty Corporation's Notice of Appeal pursuant to Section 111.2.2 regarding the July 3, 2024, denial of his appeal for the "Notice of Civil Penalty" (Ticket Numbers: 13834, 13838, 13886, 13912, 13920, 13966, 14004, 14008).

We are requesting a hearing before the City Council in accordance with Section 111.2.2 within thirty (30) days after the City Clerk receives this notice.

Sincerely,

R. Douglas Vaughn

RDV/ld

cc: Brittany Rodgers, Council Clerk

RECEIVED
JUL 11 2024
By

Hand Delivered - Front Desk & put in mail Box (same day 7/11)

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

DEUTSCH KERRIGAN LLP
OPERATING ACCOUNT
755 MAGAZINE ST
NEW ORLEANS, LA 70130

7468

85-368/655
224

DATE July 10, 2024

PAY TO THE ORDER OF City of Gulfport City Clerk

$ 50 00/100

Fifty DOLLARS

HANCOCK WHITNEY

FOR Appeal Mark IV Realty

[redacted]

Details on Back. Security Features Included

HEAT SENSITIVE

⑈007468⑈ ⑆065503681⑆ [redacted]

NOTES

RECEIPT

DATE 7/31/2024 NO. 213423

RECEIVED FROM City of Gulfport

ADDRESS

$ 50.00 ck

FOR Mark IV Realty Corporation

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH		
AMT. PAID			CHECK	50 00	
BALANCE DUE			MONEY ORDER		

BY 8922

© REDIFORM. ® 8L808R

Memorandum – City of Gulfport
ENGINEERING

To: Mayor and Members of the City Council

CC: Wayne E. Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
J. Tyler Gentry, Director of Public Works
Greg Holmes, Director of Urban Development
Robert Lee, Assistant City Engineer
George R. Mooney, PLS, Staff Surveyor and Staff Engineer
Legal Department
Jaci Turner, P.E., Harrison County Engineer

From: Jeremy Harrison, P.E., Director of Engineering

Date: 7/17/2024

Re: **Recommendation to Accept Landon Meadows Subdivision - Phase I Water and Sewer Improvements for the Start of the Warranty Period**

On June 25, 2024, Engineering and Public Works conducted a Final Inspection of the referenced Subdivision (Water and Sewer Only). Deficiencies were noted and have since been corrected. This Subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer service.

A Maintenance Bond in the amount of $22,500.00 is required for a period of one (1) year to cover the improvements.

At the conclusion of the Warranty Period, the Developer is required to notify the City to schedule a Warranty Inspection. Prior to acceptance for Perpetual Maintenance if there are any deficiencies, they will be corrected.

Attachments:

1. Subdivision Inspection Checklist
2. Vicinity Map

DEPARTMENT OF ENGINEERING

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	**Landon Meadows Subdivision**
TYPE OF INSPECTION:	**Final Inspection**
DATE:	6/02/2024
PERSONS PRESENT:	Robert Lee, Department of Engineering George Mooney, Department of Engineering Curtis Thornton, Department of Engineering Ron Cook, Department of Public Works Brian Jones, Department of Public Works David Sanzin, H2O Innovations DJ, Arwood, Elliott Homes

CHECKLIST ITEMS

STREETS & DRAINAGE:

1.	Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins?	❑Yes	❑No	☒.N/A
2.	Is street paving/concrete acceptable?	❑.Yes	☐.No	☒.N/A
3.	Is drainage pipe in ROW concrete?	❑.Yes	❑.No	☒.N/A
4.	Are catchbasin openings sized correctly?	❑.Yes	❑.No	☒.N/A
5.	Are curbs & gutter broken/settled?	❑.Yes	❑.No	☒.N/A
6.	Is rebar present in curb?	❑.Yes	❑.No	☒.N/A
7.	Are street lights present & spaced correctly?	❑.Yes	❑.No	☒.N/A
8.	Are lots graded to direct water to drainage systems?	❑.Yes	❑.No	☒.N/A
9.	Is/Are detention pond(s) holding water?	❑.Yes	❑.No	☒.N/A
10.	Is/Are the banks of detention pond(s) & ditches stabilized?	❑.Yes	❑.No	☒.N/A
11.	Are swales/ditches able to be maintained by residents?	❑.Yes	❑.No	☒.N/A
12.	Is erosion control provided at outfalls?	❑.Yes	❑.No	☒.N/A
13.	Are any extra easements required?	❑.Yes	☒.No	❑.N/A

WATER & SEWER:

1.	Are all water meters installed & with no broken/missing parts?	☒.Yes	☐.No	❑.N/A
2.	Are all water lines and appurtenances installed in accordance with city standards?	☒.Yes	☐.No	❑.N/A
3.	Are sewer cleanouts installed & with no broken/missing parts?	☒.Yes	☐.No	❑.N/A
4.	Are all manholes installed in accordance with city standards?	☒.Yes	❑.No	❑.N/A

TRAFFIC & SAFETY:

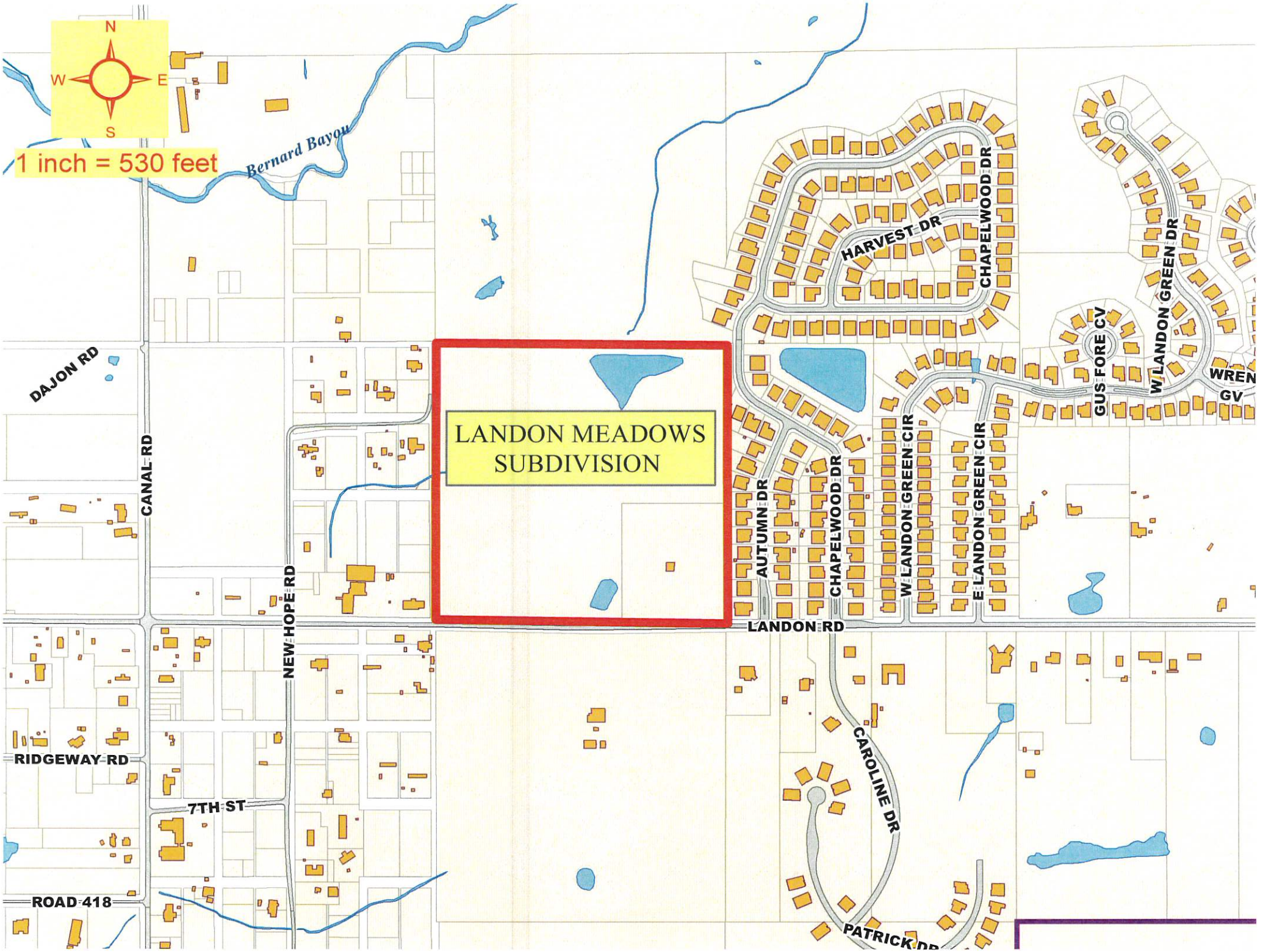
1. Are street name signs correct & in place? ☐.Yes ☐.No ☒.N/A
2. Are traffic control signs correct & in place? ☐.Yes ☐.No ☒.N/A

PUNCHLIST ITEMS

1. Lot 19 damaged concrete ring to be replaced COMPLETE
2. Lot 14/15 adjust and grout water valve COMPLETE
3. Lot 30/31 raise water meter box COMPLETE
4. Lot 28/29 water meter to be raised and curb stops exposed COMPLETE
5. lot 32 fire hydrant shall be raised to finished grade COMPLETE
6. All SMH Structures shall have seams grouted COMPLETE
7. SMH #3 to be exposed and re-inspected COMPLETE
8. SMH #7 to be raised and re-inspected COMPLETE
9. SMH #9 to be raised and re-inspected COMPLETE
10. SMH #11 clean/remove dirt and sediment COMPLETE
11. SMH #13 to be raised and re-inspected COMPLETE
12. The Landon Road water tap valve locations shall be lowered to ground grade with concrete ring and grouted COMPLETE
13. All sewer and water cast iron lids are to be set flush with concrete rings and grouted COMPLETE
14. The existing tie in SMH ring and lid has been compromised during construction and shall be repaired COMPLETE
15. The existing tie in SMH the access point ladder has been compromised during sewer installation and the steps shall be relocated to allow access and the step that was removed during construction shall be replaced COMPLETE

Signed: _____ Date: 07/02/2024

Name: Curtis R. Thornton Title: Engineering Technician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1 inch = 530 feet
Bernard Bayou
LANDON MEADOWS SUBDIVISION
DAJON RD
CANAL RD
NEW HOPE RD
RIDGEWAY RD
7TH ST
ROAD 418
LANDON RD
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CHAPELWOOD DR
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CHAPELWOOD DR
GUS FORE CV
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WREN
GV
CAROLINE DR
PATRICK DR

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date: July18, 2024

Re: **Zoning Map Amendment 2406PC032, by owner Huyen Nguyen, requesting to rezone to T4L (General Urban Zone "Limited"), Tax Parcel 0811F-05-037.000, 1907 24th Ave, Zoned T5 (Urban Center Zone), Ward 3**

Planning Commission recommendation: To **approve** applicant request.

Motion: Mr. Spann

Second: Mr. Romano

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Yea
HAROLD SPANN	– Yea
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

Speaking for the Petition:
1. Huyen Nguyen

Speaking against the Petition: None

On June 27, 2024, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 6, 2024.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2406PC032

Hearing Date: June 27, 2024

Current Zoning/Use: T5 / Vacant Property

Legal: Zoning Map Amendment 2406PC032, by owner Huyen Nguyen, requesting to rezone to T4L (General Urban Zone "Limited"), Tax Parcel 0811F-05-037.000, 1907 24th Ave, Zoned T5 (Urban Center Zone), Ward 3

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 11,829.92 square feet of property from T5 (Urban Center Zone) to T4L (General Urban Zone "Limited"). Currently, the property is a vacant lot. The applicant requests to rezone the property for the purpose of building a duplex. Furthermore, the applicant states, "The character of the neighborhood has changed. Also, the applicant suggests, the development "process will take 9 to 12 months." The surrounding area consists of several residential homes (one-family, and two-family dwellings) and commercial uses such as law offices, barbershops, medical and dental clinics.

According to the City's 2002 Comprehensive Plan, the subject site is intended to allow for shops mixed with townhomes, apartments and office uses in the future land use plan. Examples include allowing barbershops and other retails uses. However, the proposed use will allow for primarily residential buildings with mixed-use neighborhood limited retail uses, meaning the change in zoning would be in harmony with the proposed duplex use. The zoning is intended to stay a T5 (Urban Center Zone). (See attached map)

The applicant has not provided as justifications for change of the current zoning district.

1. Mistake or error is not addressed by the applicant.

2. Need is addressed by the applicant as this zoning change would accommodate their desire to build a duplex.

EXECUTIVE SUMMARY

The applicant wishes to rezone the subject site from T5 (Urban Center Zone) to T4L (General Urban Zone "Limited") in order to build a duplex.

The applicant has not proven with clear and convincing evidence for a zoning change as required by the state, however, the staff notes that there are several residential homes (one-family, and two-family dwellings) and offices in the surrounding neighborhood along with commercial uses such as law offices, barbershops, medical and dental clinics and rezoning to T4L would be in harmony with the existing neighborhood.

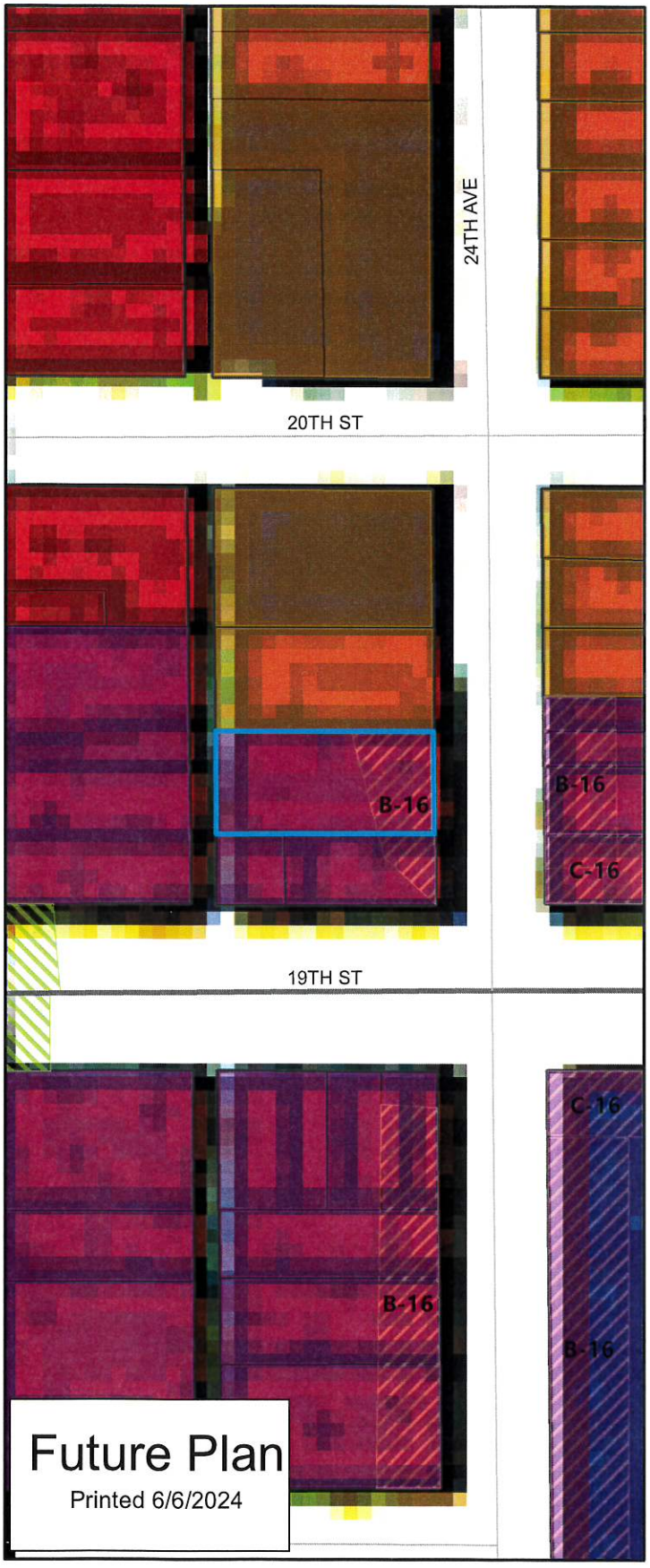
Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances. Parcel is located in the Fire District. Exterior building must comply with Appendix D of the International Building Code 2018.
2. Must comply with all Planning & Zoning rules and regulations.
3. Planning Commission only gives recommendation. This will require approval from City Council.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department



Collector
Minor/Residential
Parcels

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1 inch = 125 feet

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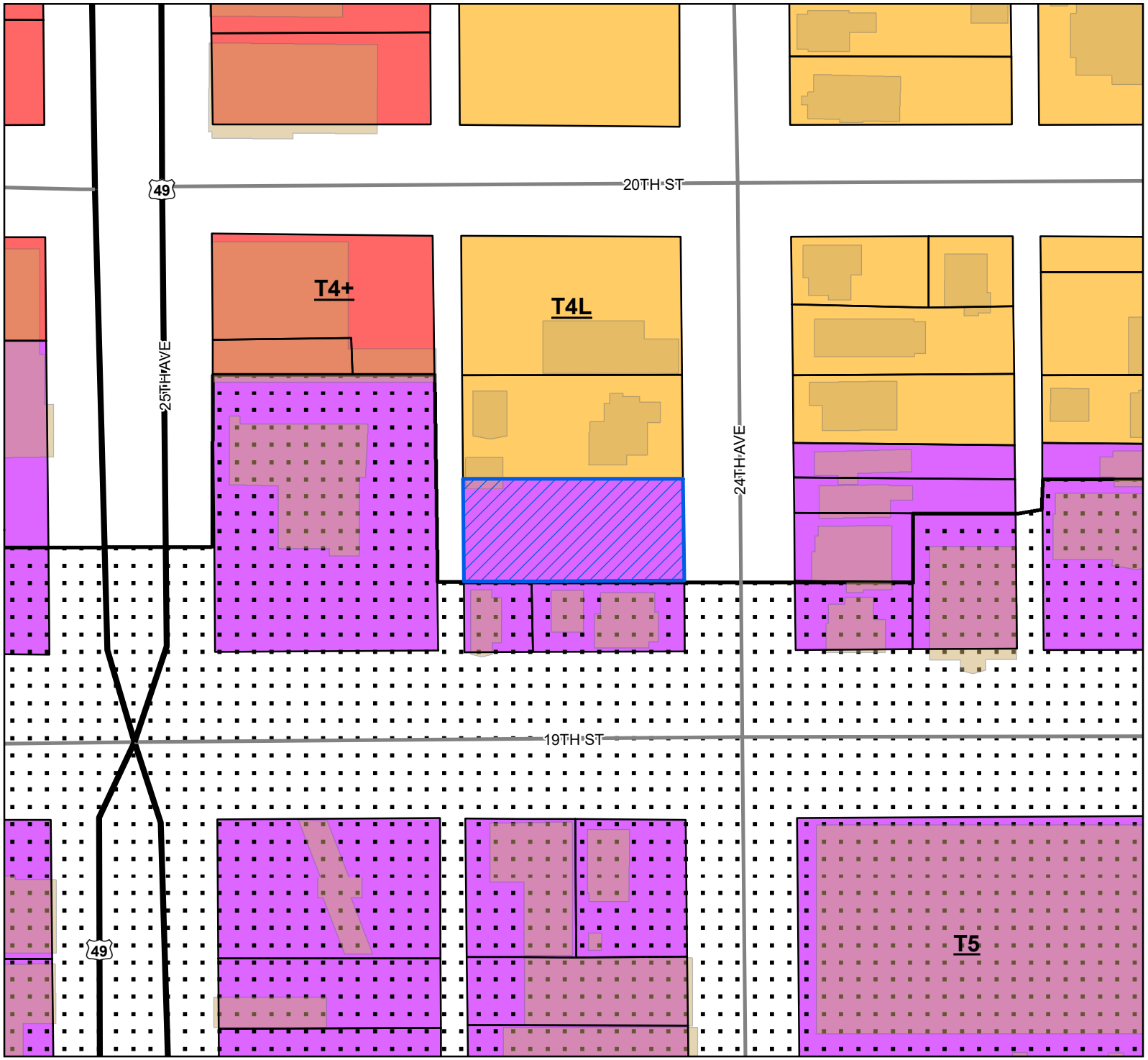
2406PC032

Zoning Map Amendment



Site
US or State Highway
Street
Parcels
Buildings
City Limit

Smart Code

T5
T4+
T4L

Site Information

0811F-05-037.000
Zoning:T5 (Urban Center)
Size:11829.92 sqft
Flood: X

0 10 20 30
Yards

1 inch = 100 feet

N
W E
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DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

Revision date 11/2/2020

CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

Case File #: 2406PC032
Date Received: 5/3/24
Receipt #: 12736990
Received By: MW
Zoning: T5
Ward: 3 Flood:

APPLICATION FOR ZONING MAP AMENDMENT/LAND USE RECLASSIFICATION (SMARTCODE)

Property Information

TAX PARCEL # 0811F-05-037.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 1907 24th Ave Gulfport MS 39501

Lot(s) 8 to 10, Block(s) 109, Subdivision Gulfport City of Blks 109-161

General Location: Corner of 19th + 24th

GENERAL DESCRIPTION OF REQUEST:

Convert zoning from T5 (3 Family) to T4L. (2 Family)

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described reauest.

OWNER

Printed Name Of Owner: HUYEN T NGUYEN
Mailing Address: 24650 OAK ISLAND DRIVE
City: PASS CHRISTIAN State: MS Zip code: 39571
Home Phone: (228)365 7417 Work/Cell Phone: (228)822-0300
Email: Huyennails@yahoo.com

Signature Of Owner

AGENT N/A

Printed Name Of Agent
Mailing Address
City State Zip code
Home Phone Work/Cell Phone
Email

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures. ☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

Subject: Letter for the City

To whom it may concern,

Due to the change of the neighborhood and my goal to utilize the property that I have purchased at Lot 8 to 10 blk 109 in Gulfport. I will need approval to have this property rezoned to a T4L zoning. My intention is to build a duplex on this property which ties into the existing properties. My goal is to enhance the area with a new property which will be shown on my house plans.
The Contractor that I have agreed to use has indicated the process will take 9 to 12 months.

Thank you in advance for the consideration of this zoning change and I look forward to being able to build my new duplex.

Sincerely,

Huyen T. Nguyen
228-365-7417

Google Maps 1901 24th Ave

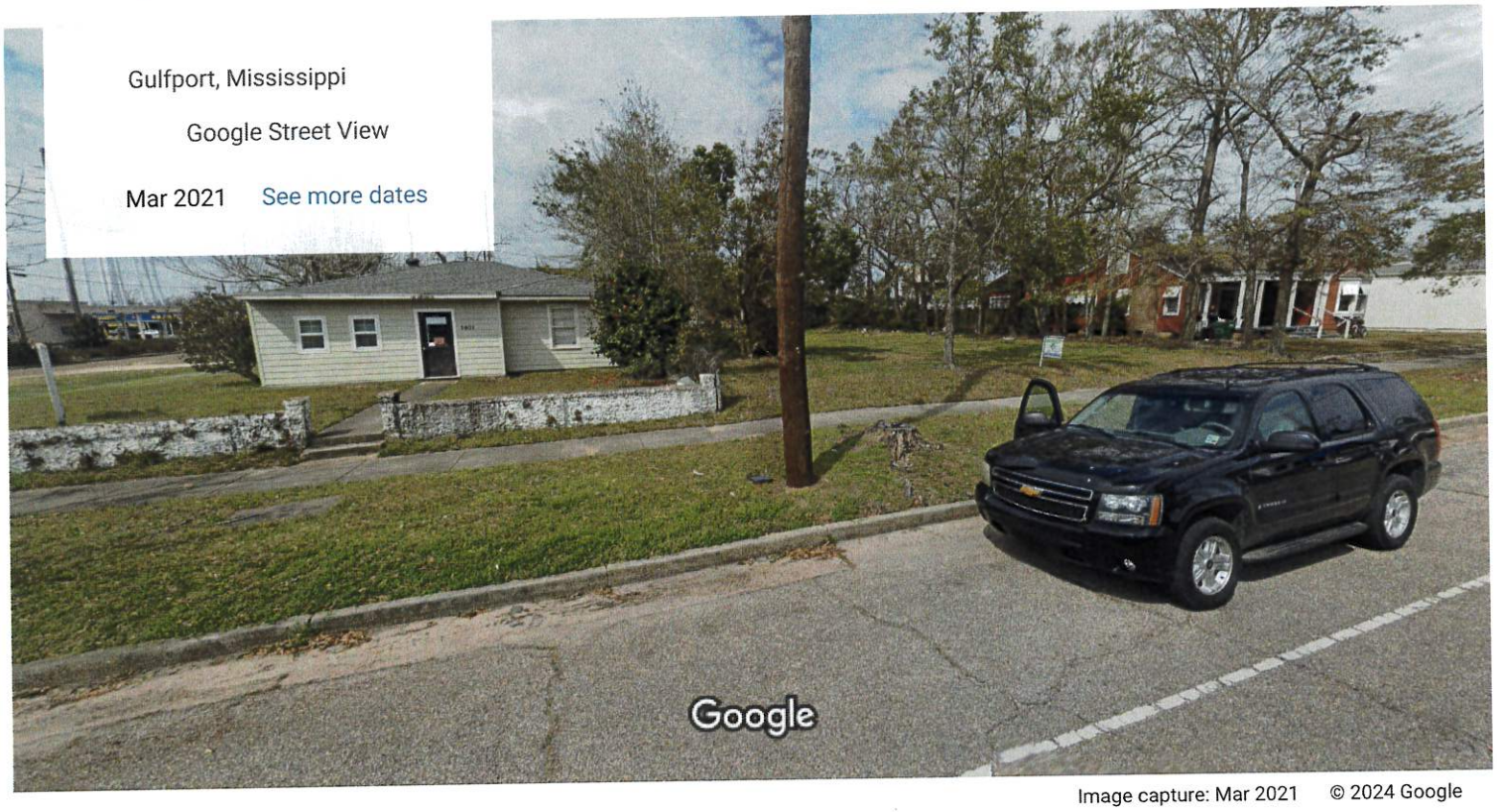
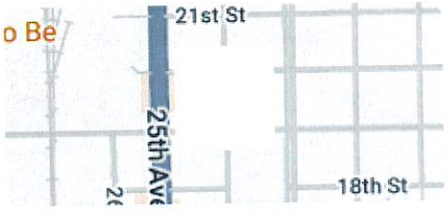


Image capture: Mar 2021 © 2024 Google



Google Maps 1908 24th Ave

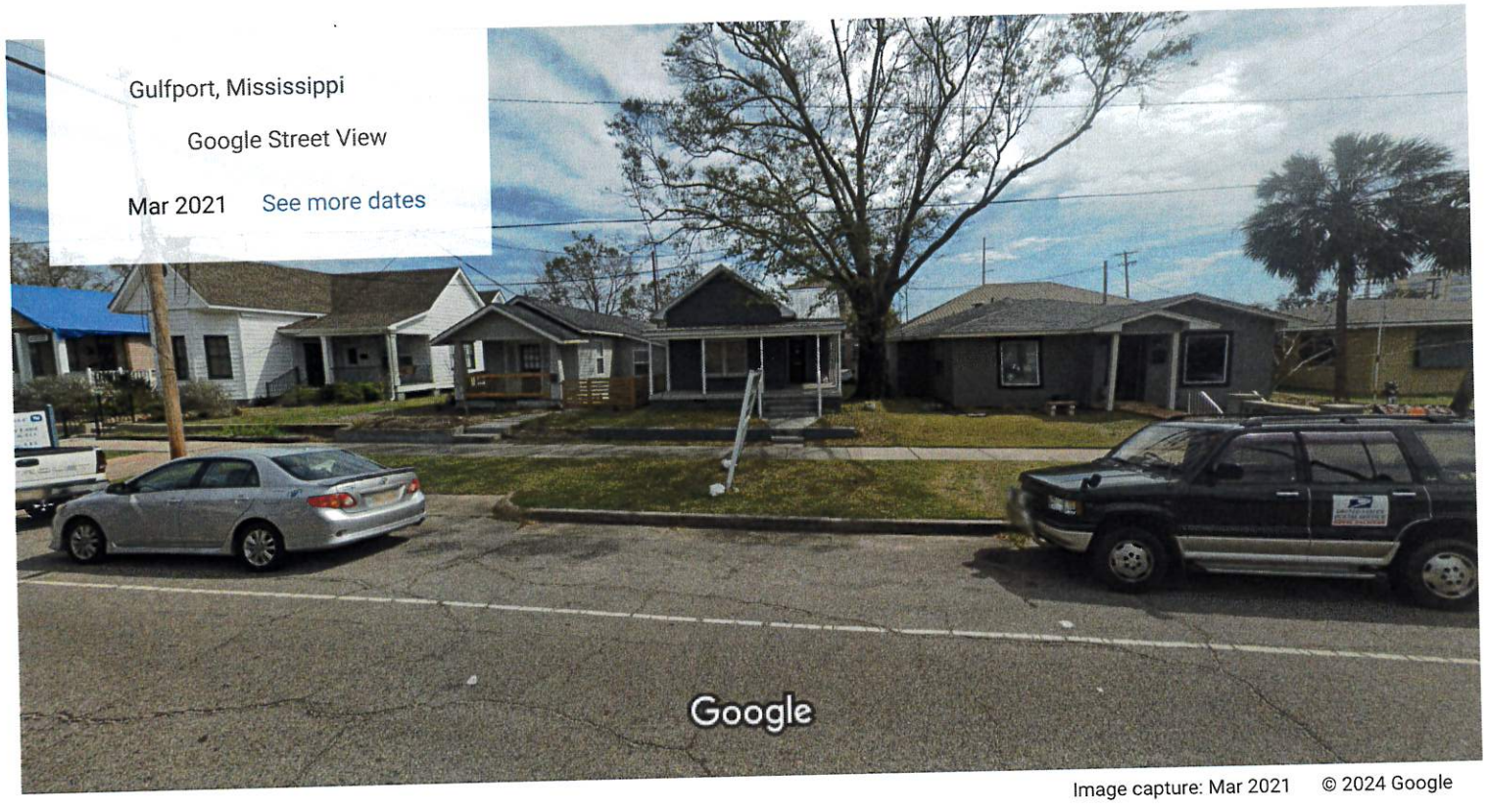
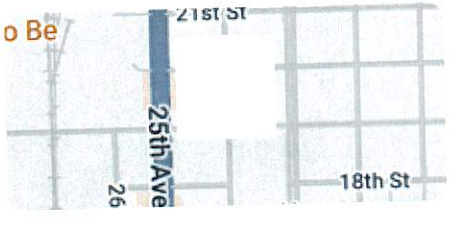
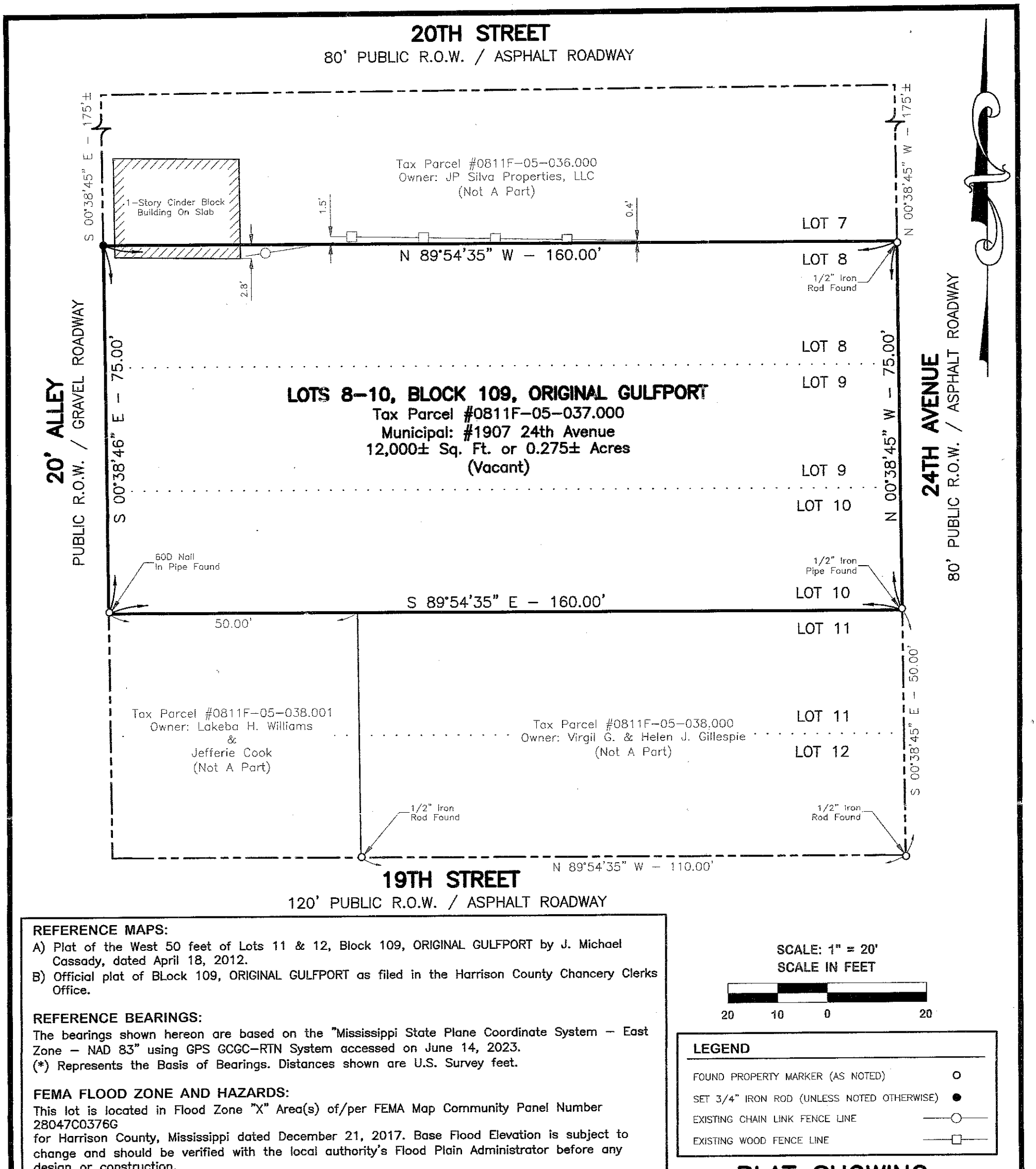


Image capture: Mar 2021 © 2024 Google





REFERENCE MAPS:

A) Plat of the West 50 feet of Lots 11 & 12, Block 109, ORIGINAL GULFPORT by J. Michael Cassady, dated April 18, 2012.

B) Official plat of BLock 109, ORIGINAL GULFPORT as filed in the Harrison County Chancery Clerks Office.

REFERENCE BEARINGS:

The bearings shown hereon are based on the "Mississippi State Plane Coordinate System – East Zone – NAD 83" using GPS GCGC-RTN System accessed on June 14, 2023.
(*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:

This lot is located in Flood Zone "X" Area(s) of/per FEMA Map Community Panel Number 28047C0376G
for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

NOTES:

1.) No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.

2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

CERTIFICATION:

This is to certify to HUYEN NGUYEN that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

LICENSED PROFESSIONAL SURVEYOR 6/21/2023 PS 32711 STATE OF MISSISSIPPI

Wayne M. Vice, Jr., PS, Reg. No. 32711

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

SCALE: 1" = 20'
SCALE IN FEET

20 10 0 20

LEGEND

FOUND PROPERTY MARKER (AS NOTED)	o
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING CHAIN LINK FENCE LINE	—o—
EXISTING WOOD FENCE LINE	—□—

PLAT SHOWING BOUNDARY SURVEY

OF

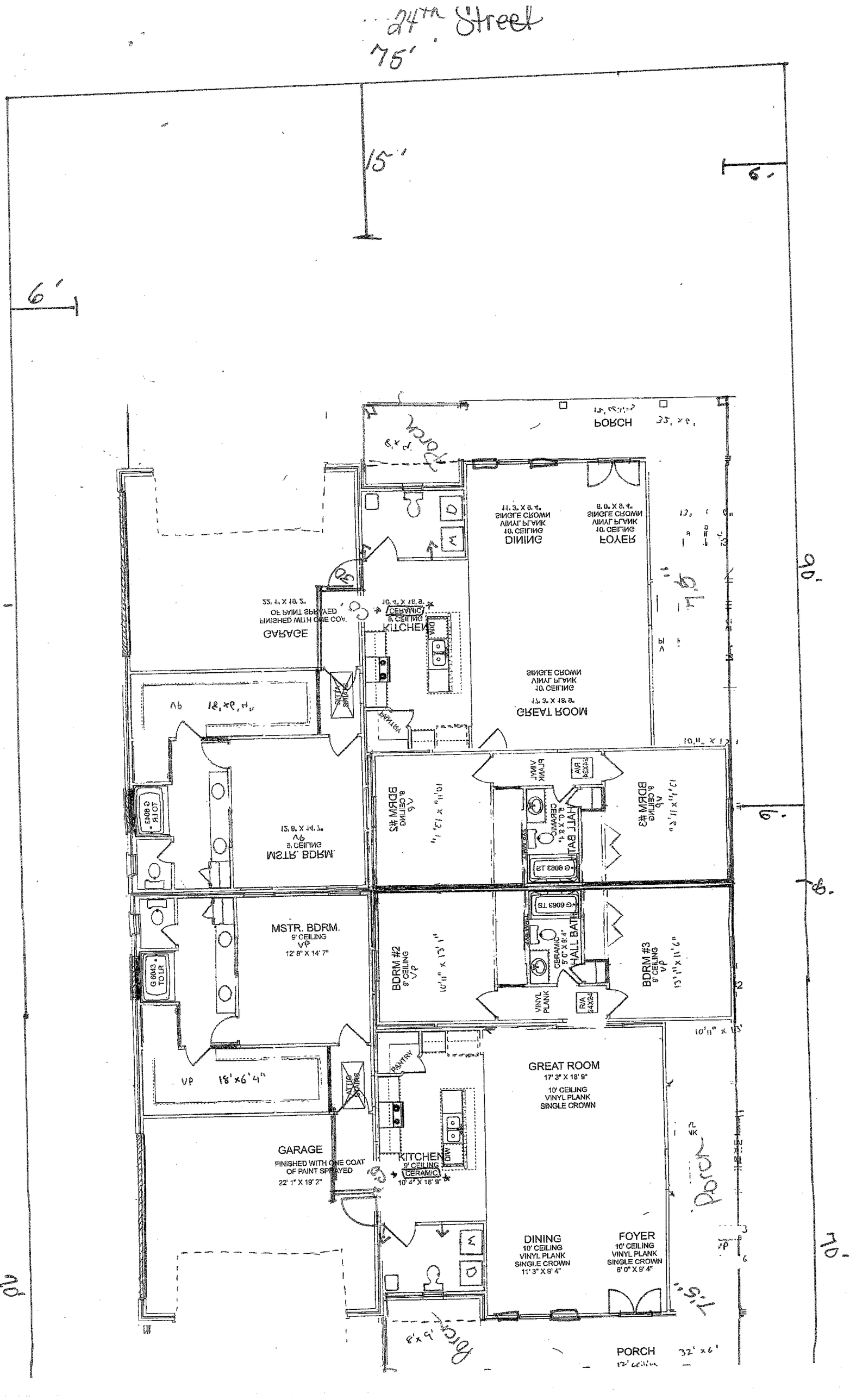
LOTS 8-10, BLOCK 109 ORIGINAL GULFPORT

(PLAT BOOK 11, PAGE 9)
LOCATED IN SECTION 4,
TOWNSHIP 8 SOUTH
RANGE 11 WEST,
#1907 24TH AVENUE, GULFPORT,
HARRISON COUNTY, MISSISSIPPI

CASSADY-ACADIA
LAND SURVEYING, LLC *Since 1947*
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: JUNE 19, 2023

CALS FILE: 23-02-291.dwg FIELD BOOK: 21, PG. 26


24th Street
75'
15'
6'
6'
70'
PORCH
DINING
FOYER
GREAT ROOM
KITCHEN
GARAGE
MSTR. BDRM.
9' CEILING
12' 8" X 14' 7"
BDRM #2
9' CEILING
BDRM #3
9' CEILING
HALL BATH
GREAT ROOM
17' 3" X 18' 9"
10' CEILING
VINYL PLANK
SINGLE CROWN
KITCHEN
9' CEILING
CERAMIC
10' 4" X 16' 9"
GARAGE
FINISHED WITH ONE COAT
OF PAINT SPRAYED
22' 1" X 19' 2"
DINING
10' CEILING
VINYL PLANK
SINGLE CROWN
11' 3" X 9' 4"
FOYER
10' CEILING
VINYL PLANK
SINGLE CROWN
8' 0" X 9' 4"
PORCH
32' x 6'
Porch
Brick
7.5'

SCANNED

1st JUDICIAL DISTRICT
Instrument 2023-0014061-D-J1
Filed/Recorded 07/19/2023 3:50:01 PM
Total Fees 26.00
4 Pages Recorded

Prepared By & Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 231074

Index As:

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

SOLA GRATIA LLC
a Mississippi limited liability company
9585 S. BAYOU BEND DRIVE
GULFPORT, MS 39503
228-860-2771

does hereby sell, convey and warrant unto

HUYEN T. NGUYEN
1907 24TH AVENUE
GULFPORT, MS 39501
228-365-7417

the following described land and property being located in Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lots Eight (8), Nine (9), and Ten (10), Block One Hundred Nine (109), ORIGINAL GULFPORT, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 4 at Page 368, thereof, reference to which is hereby made in aid of and as a part of this description.

Less and Except:

A parcel of land situated and being located in a part of Lot 8, Block 109, ORIGINAL GULFPORT (Plat Book 11, Page 9), City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Beginning at a 3/4-inch iron rod on the east margin of a 20 foot alley marking the northwest corner of Lot 8, Block 109, ORIGINAL GULFPORT (Plat Book 11, Page 9); thence run South 89 degrees 54 minutes 35 seconds East along the north line of said Lot 8 a distance of 44.17 feet to a point on an existing chain-link fence line; thence run South 80 degrees 29 minutes 18 seconds West along the existing chain-link fence line a distance of 16.86 feet to the southeast corner of a cinder block building; thence run North 89 degrees 07 minutes 22 seconds West along said cinder block building a distance of 27.52 feet to a point on the west line of said Lot 8 and the east margin of said 20 foot alley; thence run North 00 degrees 38 minutes 46 seconds West along the west line of said Lot 8 and the east margin of said 20 foot alley a distance of 2.44 feet to the Point of Beginning.

Said parcel contains 96 square feet, more or less.

THE ABOVE described property is no part the homestead of the Grantor herein.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, SOLA GRATIA LLC, a Mississippi limited liability company has caused this conveyance to be executed by its duly authorized officer, he having first been duly authorized to do so, on this the 14th day of July, 2023.

SOLA GRATIA LLC
A Mississippi limited liability company

By: EDGAR C. APPEL, MANAGING MEMBER

STATE OF MISSISSIPPI

COUNTY OF HARRISON

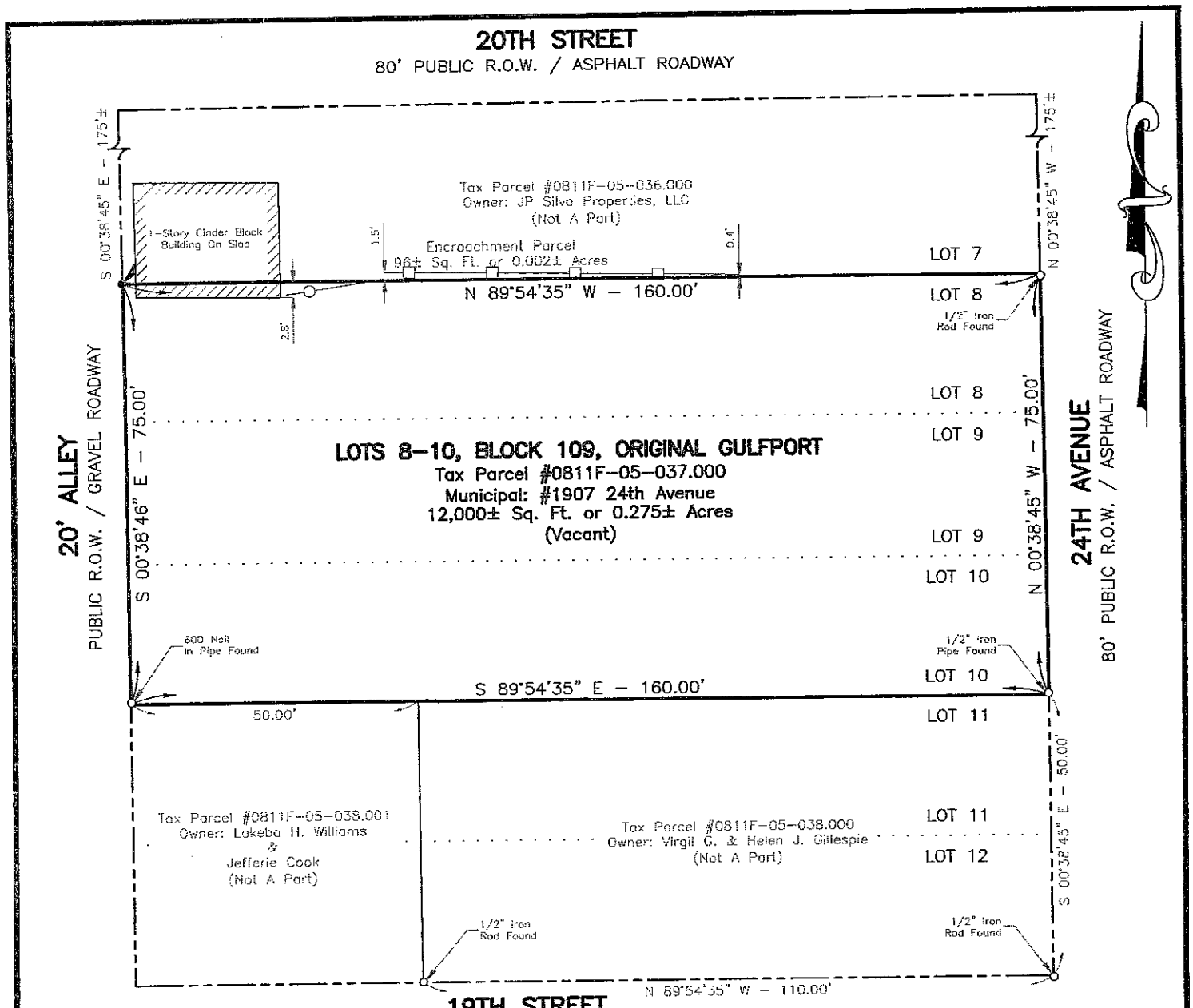
THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, EDGAR C. APPEL, who acknowledge that he is MANAGING MEMBER of SOLA GRATIA LLC, a Mississippi limited liability company and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity, having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14th day of July, 2023.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID #5541 SHELLEY C. CUEVAS Commission Expires Sept. 13, 2023 HARRISON COUNTY



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Wayne M. Vice, Jr., PS, PS-32711 Reg. No. 32711

LICENSED PROFESSIONAL SURVEYOR PS-32711 STATE OF MISSISSIPPI

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

SCALE: 1" = 20'
SCALE IN FEET
20 10 0 20

LEGEND

FOUND PROPERTY MARKER (AS NOTED)	o
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING CHAIN LINK FENCE LINE	—o—
EXISTING WOOD FENCE LINE	—□—

PLAT SHOWING BOUNDARY SURVEY

OF

LOTS 8–10, BLOCK 109 ORIGINAL GULFPORT

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LOCATED IN SECTION 4,
TOWNSHIP 8 SOUTH
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HARRISON COUNTY, MISSISSIPPI

SHEET 1 OF 2

CASSADY-ACADIA
LAND SURVEYING, LLC
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

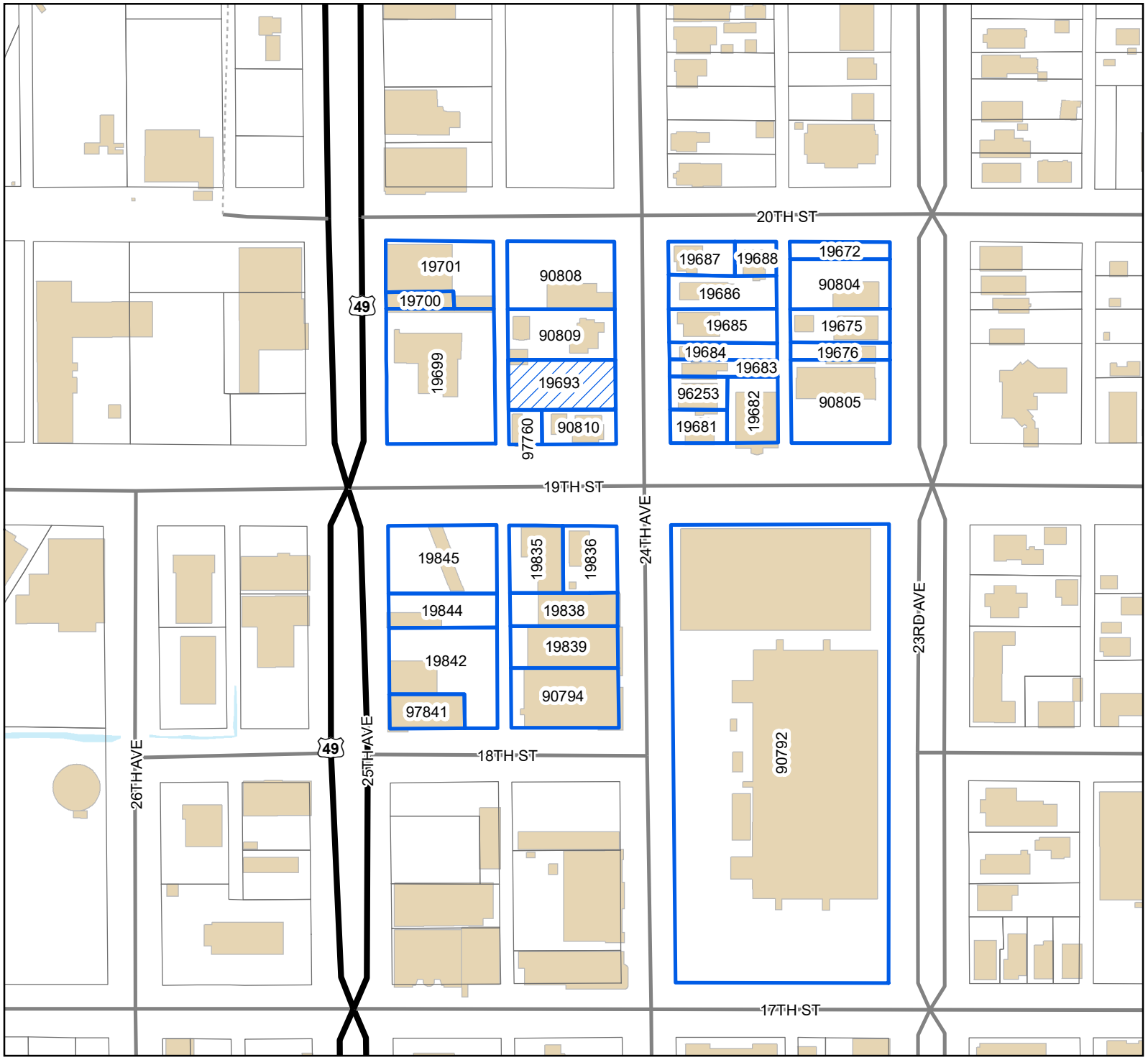
FIELD WORK COMPLETED ON: JUNE 19, 2023

CALS FILE: 23-02-291r.dwg FIELD BOOK: 21, PG. 26

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	19693	0811F-05-037.000	NGUYEN HUYEN	24650 OAK ISLAND DRIVE	PASS CHRISTIAN	MS	39571
N			**Adjacent Property Owners (2406PC032)**				
	19672	0811F-05-008.000	BARRETT W E JR ETAL	P O BOX 6423	GULFPORT	MS	39506
	90808	0811F-05-035.000	BEARSS CASEY & MIRANDA HOLZBAUER	8932 HANALEI CIR	DIAMONDHEAD	MS	39525
	19835	0811F-04-027.000	BROADUS CHARLES J & BROOKE	206 MARKHAM DR	GULFPORT	MS	39507
	19836	0811F-04-026.000	CATES SAMUEL M	2405 19TH ST	GULFPORT	MS	39501
	19684	0811F-05-015.000	CHANEY COREY JERMAINE & MARANDA L	1910 24TH AVE	GULFPORT	MS	39501
	96253	0811F-05-013.002	DAVIS JAMES L III & MARIA D	P O BOX 1839	GULFPORT	MS	39502
	19683	0811F-05-014.000	DEMING ROBERT L III	2280 SUNKIST COUNTRY CLUB RD	BILOXI	MS	39532
	19701	0811F-05-044.000	E & K PROPERTIES LLC	P O BOX 1717	GULFPORT	MS	39502
	19688	0811F-05-018.000	EAGLE DAWG PROPERTIES LLC	P O BOX 2408	GULFPORT	MS	39505
	19687	0811F-05-019.000	EVANS MARGARET T J	6 LEGGETT CIR	GULFPORT	MS	39503
	19845	0811F-04-029.000	FIRST THE	6480 HWY 98 W	HATTIESBURG	MS	39404
	97841	0811F-04-031.001	FONTENELLE JAMES & ELIZABETH -TRUST	P O BOX 1601	GULFPORT	MS	39502
	19842	0811F-04-031.000	FONTENELLE JAMES F & ELIZABETH G	P O BOX 1601	GULFPORT	MS	39502
	19844	0811F-04-030.000	GAYTEN CARLOS F	10478 E LANDON GREEN CIR	GULFPORT	MS	39503
	19681	0811F-05-013.000	GILLESPIE VIRGIL G & HELEN J	1900 24TH AVE	GULFPORT	MS	39501
N	90810	0811F-05-038.000	GILLESPIE VIRGIL G & HELEN J	1901 24TH AVE	GULFPORT	MS	39501
N	90792	0811F-04-001.000	HARRISON CO				0
	19839	0811F-04-023.000	HARSHBARGER DEVELOPMENTS LLC	105 BAYOU DRIVE	LONG BEACH	MS	39560
	19675	0811F-05-010.000	HL RAYMOND HOLDINGS LLC	304 WASHINGTON ST	GULFPORT	MS	39501
	90809	0811F-05-036.000	JP SILVA PROPERTIES LLC ETAL	P O BOX 7379	GULFPORT	MS	39507
	90804	0811F-05-009.000	MARION PROPERTY MANAGEMENT LLC	P O BOX 863	GULFPORT	MS	39502
	90805	0811F-05-012.000	NORTHCOURT ONE LLC	P O BOX 836	GULFPORT	MS	39502
N	19676	0811F-05-011.000	NORTHCOURT ONE LLC	P O BOX 836	GULFPORT	MS	39502
	19838	0811F-04-024.000	OMNI TECHNOLOGIES LLC	4307 15TH ST	GULFPORT	MS	39501
	90794	0811F-04-021.000	PELICAN SUITES LLC	P O BOX 7605	GULFPORT	MS	4E+08
	19699	0811F-05-042.000	PLATINUM PROPERTIES LLC	1912 25TH ST	GULFPORT	MS	39501
	19682	0811F-05-013.001	SEC HOLDINGS LLC	2310 19TH ST	GULFPORT	MS	39501
	19685	0811F-05-016.000	SOUTHERN PCS LLC	1914 24TH AVE	GULFPORT	MS	39502
	19686	0811F-05-017.000	THORNBURG JON C & MYRNA	16170 MORAGAS LANE	KILN	MS	39556
	19700	0811F-05-043.000	WAREHOUSE 1928 LLC	1517 29TH AVE	GULFPORT	MS	39507
	97760	0811F-05-038.001	WILLIAMS LAKEBA H & JEFFERIE COOK	P O BOX 361527	DECATUR	GA	30036

2406PC032

Zoning Map Amendment



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Alley
- Buildings
- Water Features

0 30 60 90

Yards

1 inch = 205 feet

N

W E

S

DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

RE: Zoning Map Amendment 2406PC032, by owner Huyen Nguyen, requesting to rezone to T4L (General Urban Zone "Limited"), Tax Parcel 0811F-05-037.000, 1907 24th Ave, Zoned T5 (Urban Center Zone), Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, June 27, 2024**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, June 27, 2024.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
33468	560643	Print Legal Ad-IPL01769120 - IPL0176912		$91.45	2	61 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 27, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15 th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24 th Avenue.

Planning Commission Approval 2405PC062, by agent Isis Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2406PC076, by owner Deborah Wright, seeking approval for a mobile home use, Tax Parcel 0810E-04-098.000, 4214 Michigan Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2406PC084, by agent Nav Thind, seeking approval for a gas station use with a convenience store, Tax Parcels 0711O-01 029.000, 0711O-01-030.000, 510 Broad Ave, 4220 W Beach Blvd, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Planning Commission Approval 2406PC086, by agent Lisa Ramos, seekin approval for an administrative office use for a bike rental business as a home occupation, Tax Parcel 0910G-01-018.001, 11 Bayou View Drive, Zoned R-1-7.5 (Single-family), Ward 4

Planning Commission Approval 2406PC091, by agent Vinson Keyhea, seeking approval for automobile sales of less than 50 vehicles, Tax Parcel 0910N-06- 009.000, 407 32 1/2 Street, Zoned B-2 (General Business), Ward 4

General Plan 2407PC092, by agent Robert Riemann, seeking approval for a 25-lot townhouse development with 3 outparcels, Tax Parcel 0809B-03-017.000, Zoned R-3 (Single-family), Ward 7

Zoning Map Amendment 2406PC080, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone & "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Map Amendment 2406PC032, by owner Huyen Nguyen, requesting to rezone to T4L (General Urban Zone "Limited"), Tax Parcel 0811F-05-037.000, 1907 24th Ave, Zoned T5 (Urban Center Zone), Ward 3

Zoning Map Amendment 2406PC089, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback.

This the 5th day of June 2024

Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0176912
Jun 12 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Mary Castro, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
06/12/24

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Mary Castro

Sworn to and subscribed before me this 12th day of June in the year of 2024

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

CITY OF GULFPORT PLANNING COMMISSION

2406PC032

TRANSCRIPT OF HEARING

June 27, 2024

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF JUNE 2024 COMMENCING AT 4:30 P.M. AND REPORTED BY NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

****

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
CHRIS ROMANO

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
MATILDA WELCH
SAMUEL SWEETING
WILLIAM DICKINSON

ALSO PRESENT:

MARGARET MURDOCK, ESQ.
City Attorney

H2.2 Zoning Map Amendment 2406PC032

MR. DICKINSON: Zoning Map Amendment 2406PC032 has been duly and timely noticed as required by law.

The applicant is requesting to rezone to T4L general urban zone limited 1907 24th Avenue, zoned T5 urban center zone, Ward 3.

A copy of the packet Exhibit A considered is hereby offered to the record.

MR. WILLIAMS: Thank you, sir. Appreciate it.

Is someone here to speak for this?

MS. NGUYEN: Yes, sir. My name is Ms. Nguyen at 24650 Oak Island Drive, Pass Christian 30571.

MR. WILLIAMS: Okay. Thank you.

Just briefly explain to us what you're wanting the rezoning for and what you're going to do with the property.

MS. NGUYEN: Yes, sir. Due to the change of the character of the neighborhood, I think by rezoning it would be more suitable and enhance the neighborhood.

MR. WILLIAMS: Okay. So the change in the neighborhood is more conducive for the T4L as opposed to the T5 is what you're saying?

MS. NGUYEN: Yes, sir. Yes, sir.

MR. WILLIAMS: Okay.

Do the commissioners have any questions on this one?

Always good when the applicant comes and tells us why she's doing it, and it's a change in conditions. So very good. I appreciate it.

MS. NGUYEN: Yes, sir.

MR. WILLIAMS: If anything comes up, we'll bring you back up.

MS. NGUYEN: Yes, sir. Thank you. I appreciate that. Thank you.

MR. WILLIAMS: Anyone else here to speak for the request?

Anyone here to speak against the request or have questions?

All right. Any questions of the staff from the commissioners? If not, I'll take a motion.

MR. SPANN: Case File Number 2406PC032, I move for approval with any conditions.

MR. WILLIAMS: Got a motion for approval with any conditions in the package. Do I have a second?

MR. ROMANO: Second.

MR. WILLIAMS: Motion and second. Any further discussion? If not, all in favor of approval signify by saying aye. Any opposed?

All right. It's been approved. Good luck.

Thank you.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2406PC032

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 4 pages constitute a true and correct transcription of said hearing held on the 27th day of June 2024.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature this the 28th day of June 2024.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____day of _____, 2024, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GULFPORT, MISSISSIPPI, TO REZONE CERTAIN PROPERTY FROM PRESENT ZONING CLASSIFICATIONS OF T5 (URBAN CENTER ZONE) DISTRICT TO T4L (GENERAL URBAN ZONE "LIMITED) DISTRICT AND FOR RELATED PURPOSES

WHEREAS, the Governing Authorities of the City of Gulfport, Mississippi, find and do so determine, that based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that all or a portion of the real property described herein, which is generally described as being located North of 19th Street, South of 20th Street, East of 25th Avenue, and West of and adjacent to 24th Avenue, should be rezoned from its present classification of T5 (Urban Center Zone) District to T4L (General Urban Zone "Limited") District, as more fully set forth herein; and

WHEREAS, the Governing Authorities of the City of Gulfport, Mississippi, further finds that the applicant in the said Case has demonstrated, by clear and convincing evidence set forth in the record created before the Planning Commission and/or based on their personal knowledge of the area and other reasons set forth during consideration of the rezoning by the City Council, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the Official Zoning Map of the City of Gulfport, be and the same is hereby amended to provide that the following described property **be rezoned from its present classification of T5 (Urban Center Zone) District to T4L (General Urban Zone "Limited") District):**

> Lots Eight (8), Nine (9), and Ten (10), Block One Hundred Nine (109), ORIGINAL GULFPORT, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 4 at Page 368, thereof, reference to which is hereby made in aid of and as a part of this description.
>
> Less and Except:

A parcel of land situated and being located in a part of Lot 8, Block 109, ORIGINAL GULFPORT (Plat Book 11, Page 9), City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Beginning at a 3/4-inch iron rod on the east margin of a 20 foot alley marking the northwest corner of Lot 8, Block 109, ORIGINAL GULFPORT (Plat Book 11, Page 9); thence run South 89 degrees 54 minutes 35 seconds East along the north line of said Lot 8 a distance of 44.17 feet to a point on an existing chain-link fence line; thence run South 80 degrees 29 minutes 18 seconds West along the existing chain-link fence line a distance of 16.86 feet to the southeast corner of a cinder block building; thence run North 89 degrees 07 minutes 22 seconds West along said cinder block building a distance of 27.52 feet to a point on the west line of said Lot 8 and the east margin of said 20 foot alley; thence run North 00 degrees 38 minutes 46 seconds West along the west line of said Lot 8 and the east margin of said 20 foot alley a distance of 2.44 feet to the Point of Beginning.

Said parcel contains 96 square feet, more or less.

SECTION 2. The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee of property that requested rezoning (i.e., the applicant), which rezoning was ultimately approved by the City Council, must secure a building permit from the building official within one (1) year of the rezoning of the subject property. The building permit must be issued for the use for which the applicant requested the rezoning. The failure to secure a building permit as described above and/or the failure to maintain a valid building permit shall result in the reversion of the zoning classification of the subject property back to its original classification. See COMPREHENSIVE ZONING ORDINANCE Section IX (3) (b) Reversion.

SECTION 3. This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances and Official Zoning Map by rezoning certain property generally described as being located North of 19th Street, South of 20th Street, East of 25th Avenue, and West of and adjacent to 24th Avenue, from its present classification of T5 (Urban Center Zone) District to T4L (General Urban Zone "Limited") District, as more fully set forth in the Ordinance. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th

Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the ____ day of ____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of ____, 2024.

APPROVED:

_____

Mayor

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date: July 18, 2024

Re: **Zoning Map Amendment 2406PC080, by agent Patricia Tomasello, requesting to rezone to R-B (Residence Business), Tax Parcel 0710O-02-102.002, 29th Street, Zoned B-1 (Neighborhood Business), Ward 1**

Planning Commission recommendation: To **approve** applicant request.

Motion: Mr. Sellers

Second: Mr. Spann

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Yea
HAROLD SPANN	– Yea
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

Speaking for the Petition:
1. Greg Mihalovich

Speaking against the Petition: None

On June 27, 2024, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 6, 2024.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2406PC080

Hearing Date: June 27, 2024

Current Zoning/Use: B-1 / Single-family home

Legal: Zoning Map Amendment 2406PC080, by agent Patricia Tomasello, requesting to rezone to R-B (Residence Business), Tax Parcel 0710O-02-102.002, 29th Street, Zoned B-1 (Neighborhood Business), Ward 1

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 24,993 square feet of property from B-1 (Neighborhood business) to R-B (Residence-business). Upon staff review of aerial imagery, the property has had a single-family house since 2003. If approved the use would become a conforming use.

According to the City's 2002 Comprehensive Plan, this area was intended to become general commercial. The proposed zoning would allow for a commercial use that is not as intensive as the industrial zoning to the south but it does not eliminate residential.

The applicant has addressed change in the character of the neighborhood as justification for change of the current zoning district.

1. Mistake or error is not addressed by the applicant.

2. The applicant addresses Character of the Neighborhood changing by stating, "the neighborhood has changed and it is mainly an area with homes, not businesses." The applicant also mentions that this property was formerly rezoned to R-B before, but reverted back to B-1. No additional descriptions for public need were including in the applicant's statement.

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

The future plan of the City's growth indicated that continuing with commercial along 28th Street was in the future. Although the applicant has not proven with clear and convincing evidence for a zoning change as required by the state, the staff notes that there are more single-family homes in the surrounding neighborhood than commercial uses. A lesser zoning of the R-B (Residence-business) would still keep with commercial zoning and would make the house conforming. It should also be noted that this property was originally approved for the same zoning change in case 2211PC202, however, since no permits were pulled in the required timeframe, the zoning has reverted back to the B-1 zoning. In addition, the board had also approved a similar zoning request for a property located just south of the requested property in case 2206PC115.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Rezoning will require City Council approval. Planning Commission can only give recommendation.

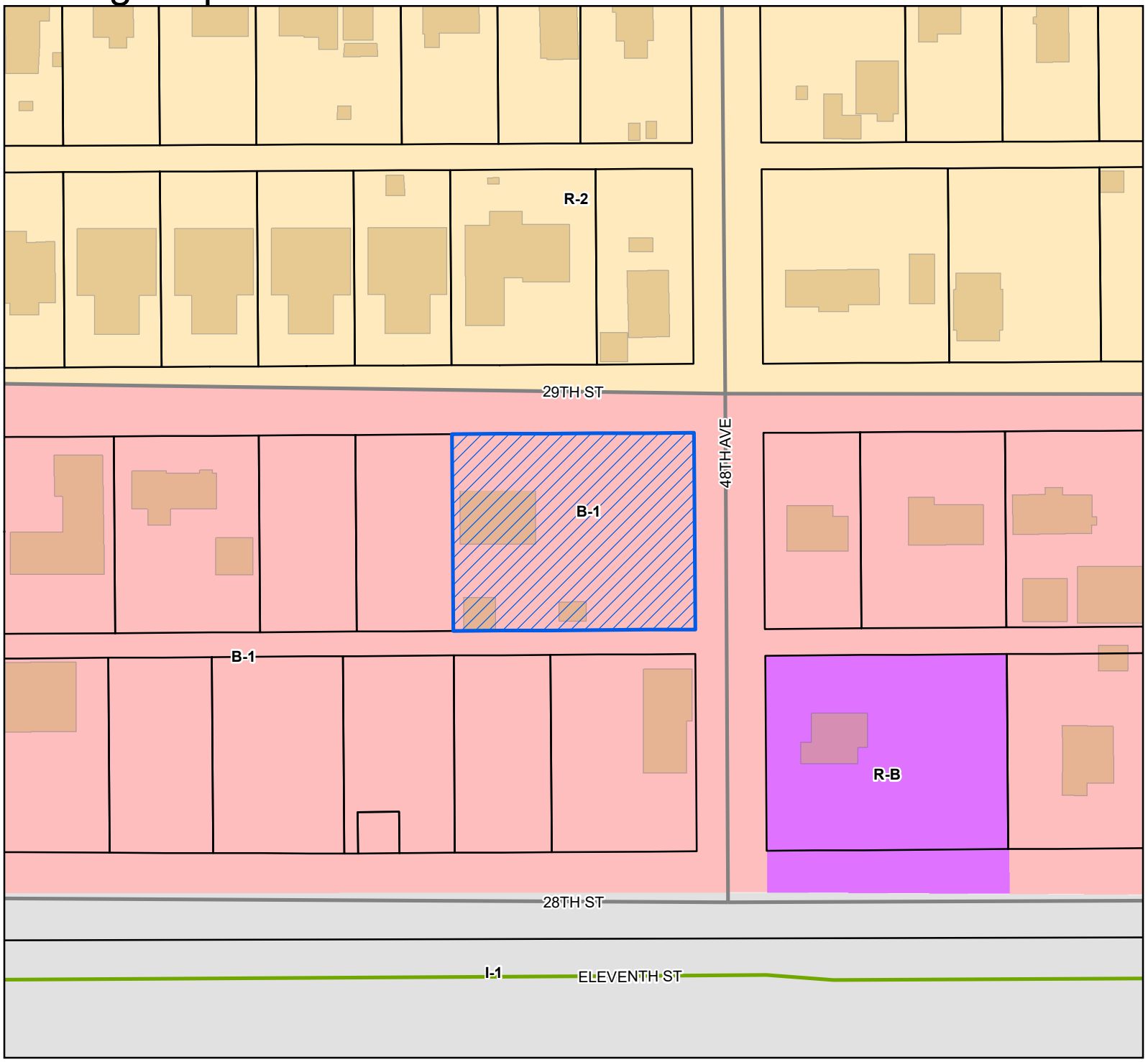
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

Zoning Map Amendment

2406PC080



Site
Street
Military Street
Parcels
Buildings

Zoning

B-1 - Neighborhood Business District
I-1 - Light Industry District
R-2 - Single Family Residence District (Medium Density)
R-B - Residence-Business District

Site Information

0710O-02-102.002
Zoning: B-1 (Neighborhood Business)
Size: 24993.78 sqft
Flood: X

0 10 20 30
Yards
1 inch = 100 feet

N
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DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

Case File #: 2406PC080

Date Received: 4/22/24

Receipt #:

Received By: AD

Zoning: B-1

Ward: 1 Flood: X

APPLICATION FOR ZONING MAP AMENDMENT/LAND USE RECLASSIFICATION (SMARTCODE)

Property Information

TAX PARCEL # 0710 0-02-102.002

(If necessary, use separate sheet of paper)

Address of Property Involved: 29th Street Gulfport MS 39501

Lot(s) 13,14,15, Block(s) 19, Subdivision Gulfport Heights Addition

General Location: South corner of 29th St, West side of 48th Ave

GENERAL DESCRIPTION OF REQUEST:

Would like to have all lots in this parcel rezoned from B-1 to R.B. to bring property in zone compliance

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

Signature Home Solutions
Printed Name Of Owner

1715 21st Avenue
Mailing Address

Gulfport MS 39501
City State Zip code

228-202-1056 662-317-0243
Home Phone Work/Cell Phone

greg.mihalovich@signaturegulfcoast.com
Email

Signature Of Owner

AGENT

Patricia Tomasello
Printed Name Of Agent

1487 City Bridge Rd
Mailing Address

Wiggins MS 39577
City State Zip code

757-675-6226
Home Phone Work/Cell Phone

easter tom 64 @ gmail. com
Email

Patricia Tomasello
Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures. ☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

Gulfport MISSISSIPPI ONE COAST

Designation of Agent

I, Greg mihalovich (PRINT NAME), being property owner of 0710D-02-102.002 (PRIMARY ADDRESS OR PARCEL) which is the subject of this application hereby authorize Patricia Tomarella (PRINT NAME) to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

Signature

4-22-2024
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 22 day of April, 2024

Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 8925 RONALD ANDREW MARION JR. Commission Expires April 13, 2028 JACKSON COUNTY

Commission Expiration

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
SIGNATURE HOME SOLUTIONS, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1004700
Status:	Good Standing
Effective Date:	07/06/2012
State of Incorporation:	Mississippi
Principal Office Address:	1715 21st Avenue Gulfport, MS 39501

Registered Agent

Name

Mihalovich, Greg A
1715 21st Avenue
Gulfport, MS 39501-2942

Officers & Directors

Name	Title
Greg A Mihalovich 1715 21st Avenue Gulfport, MS 39501-2942	Member

City of Gulfport Planning Divisions

Owner: Signature Home Solutions
1715 21st Avenue
Gulfport, MS 39501
Phone 662-317-0243
Parcel #: 07100-02-102.002

Agent: Patricia Tomasello
1487 City Bridge Rd
Wiggins, MS 39577
Phone 757-675-6226

The request is to have lots 13, 14, & 15, Block 19, Gulfport Heights Addition to be rezoned from B-1 to R.B. This property is in a residential neighborhood and would like to have this property in compliance with the zoning of the City of Gulfport.

Best Regards,

Greg Mihalovich
Signature Home Solutions

Planning and Zoning Office

+E. The neighborhood has changed. It is mainly an area with homes, not businesses. Please consider rezoning this property to Residence/Business. This property was rezoned previously; Case 2211 PC 202 to Residential/Business but reverted back.

F-1 Owner of property lots 13,14,15, Block 19, Gulfport Heights
Parcel #: 07100-02-102.002
Signature Home Solutions
1715 21st Avenue
Gulfport, MS 39501
Phone 662-317-0243

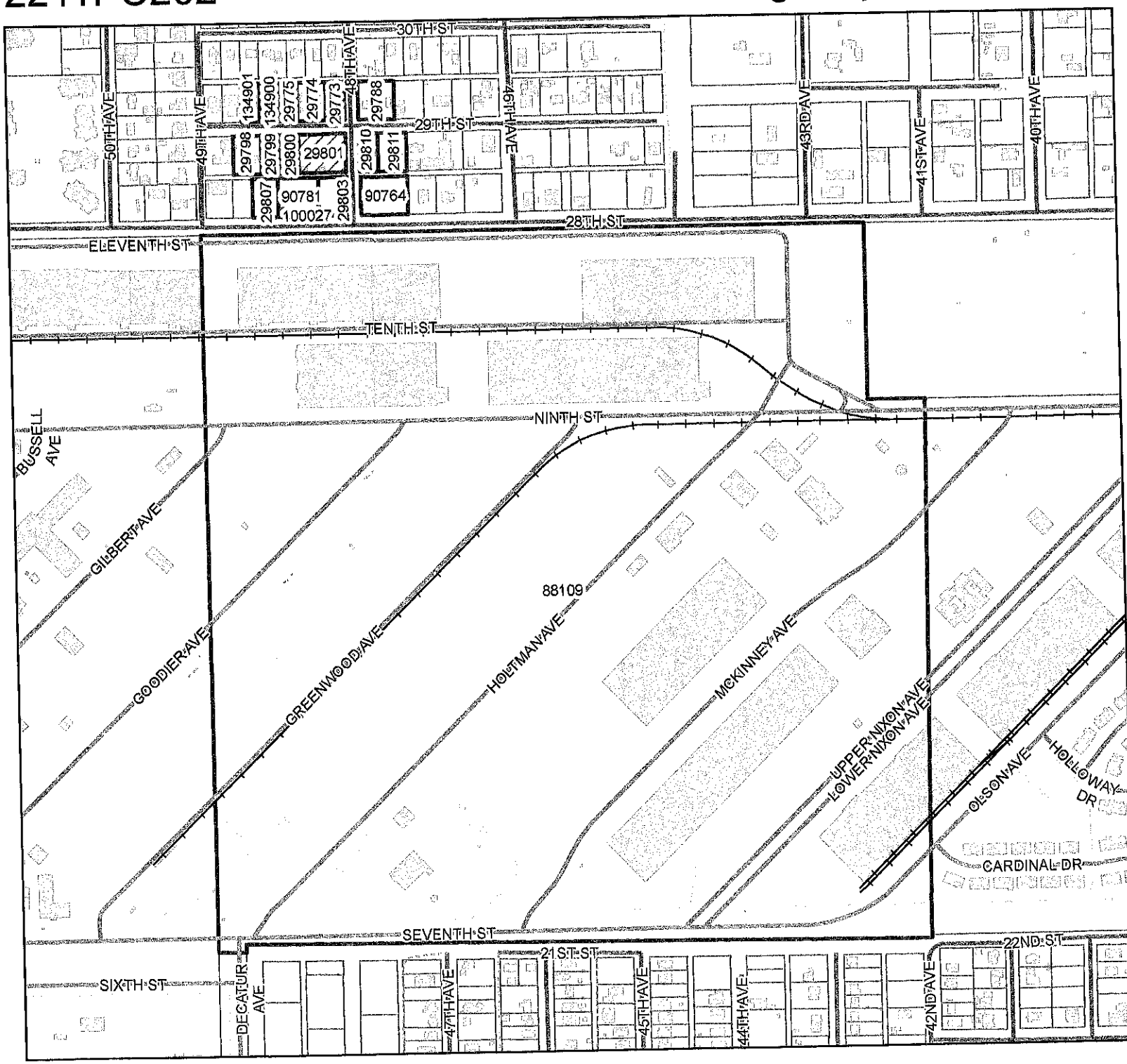
F-2 Once Zoning and Variances approved, requesting permit to build 2 single family homes.

F-3 Rezoning this property to R.B. would be giving the neighborhood and community an opportunity for development and construction of affordable, single-family dwellings for homeownership resulting in property value increases.

F-4 Not sure if the zoning ordinance was in error or when it was changed.

2211PC202

Zoning Map Amendment



Legend

- Site
- Adjacent Properties
- Street
- Military Street
- Alley
- Railroad
- Buildings
- Water Features

0 80 160 240

Yards

1 inch = 500 feet

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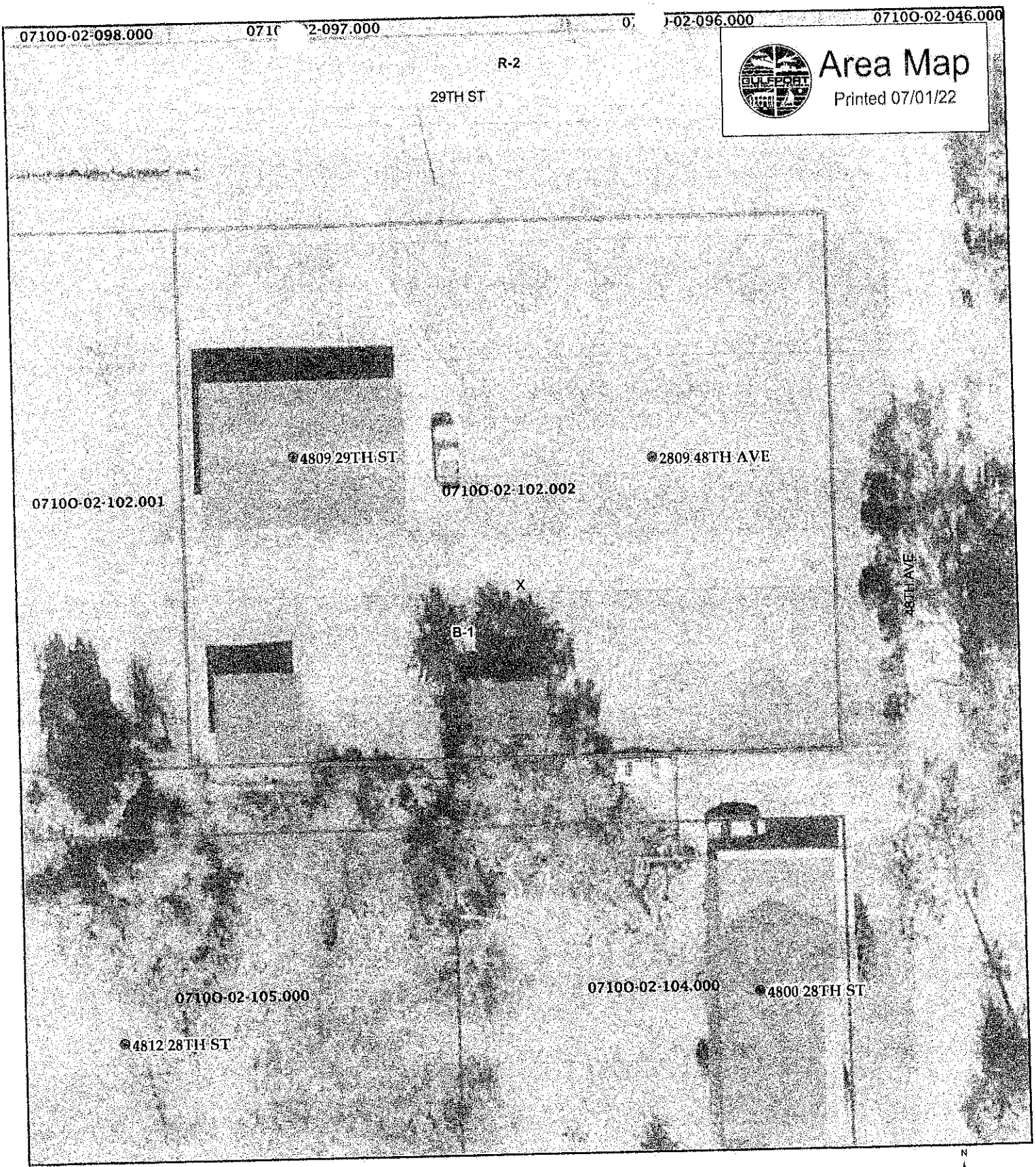

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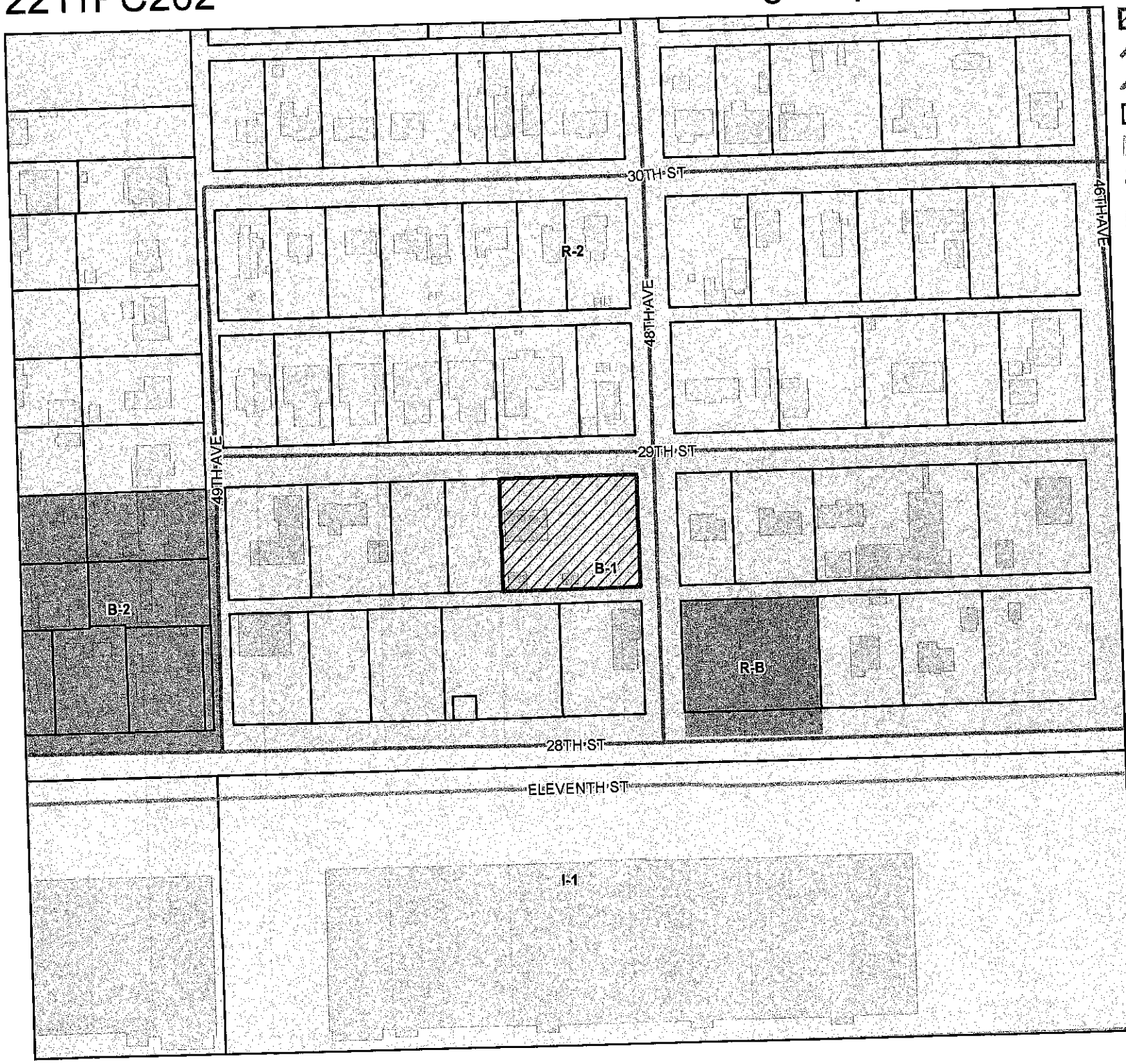
2211PC202

Zoning Map Amendment



Site
Street
Military Street
Parcels
Buildings

Zoning

B-1 - Neighborhood Business District

B-2 - General Business District

I-1 - Light Industry District

R-2 - Single Family Residence District (Medium Density)

R-B - Residence-Business District

Site Information

0710O-02-102.002
Zoning: B-1 (Neighboorhood business)
Size: 24,993 sq.ft
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N
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SCANNED

1st JUDICIAL DISTRICT
Instrument 2024-0000665-D-J1
Filed/Recorded 01/11/2024 3:22:01 PM
Total Fees 28.00
7 Pages Recorded

Prepared by:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
MS Bar # 1866

Return to:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
File # 23-193

STATE OF MISSISSIPPI
HARRISON COUNTY
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I

Joyce Unsworth
4628 28th Street
Gulfport, MS 39501
985-515-9661

do hereby sell, convey and warrant unto

Signature Home Solutions, LLC
1715 21st Avenue
Gulfport, MS 39501
228-202-1056

that certain tract, piece or parcel of land situated and being located in **First Judicial District of Harrison County**, State of Mississippi, more particularly described as follows, to-wit:

(See Exhibit A attached, Page 3)

INDEXING INSTRUCTIONS: EXEMPT

THIS CONVEYANCE is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of the date is incorrect, then the Grantor(s) agrees to pay the Grantee(s), or its assigns, any deficit on an actual proration, and likewise, the Grantee(s) agrees to pay the Grantor(s), or its assigns, any amount overpaid by it.

WITNESS MY SIGNATURE, this the **11th** day of **January, 2024.**

Joyce Unsworth

Joyce Unsworth

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named **Joyce Unsworth** who acknowledged that **she** signed and delivered the foregoing Warranty Deed on the day and year therein written as **her** own free and voluntary act and deed.

GIVEN under my hand and official seal on this the **11th** day of **January, 2024.**

MY COMMISSION EXPIRES: _____

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 8925 RONALD ANDREW MARION JR. Commission Expires April 13, 2024 JACKSON COUNTY

NOTARY PUBLIC

Ronald Andrew Marion Jr.

Exhibit "A"

Lots Thirteen (13), Fourteen (14), and Fifteen (15), Block Nineteen (19), GULFPORT HEIGHTS ADDITION, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3 at Page 13 thereof, reference to which is hereby made in aid of and as a part of this description LESS AND EXCEPT that 77.12' X 5' portion of Lot 13 as shown on survey by Clifford A. Crosby, PLS dated 9/22/2022 and Job Number 22276.dwg.

Also described as:

LOT B on Survey by Clifford A. Crosby, PLS dated 9/22/2022 as Job Number: 22278.dwg

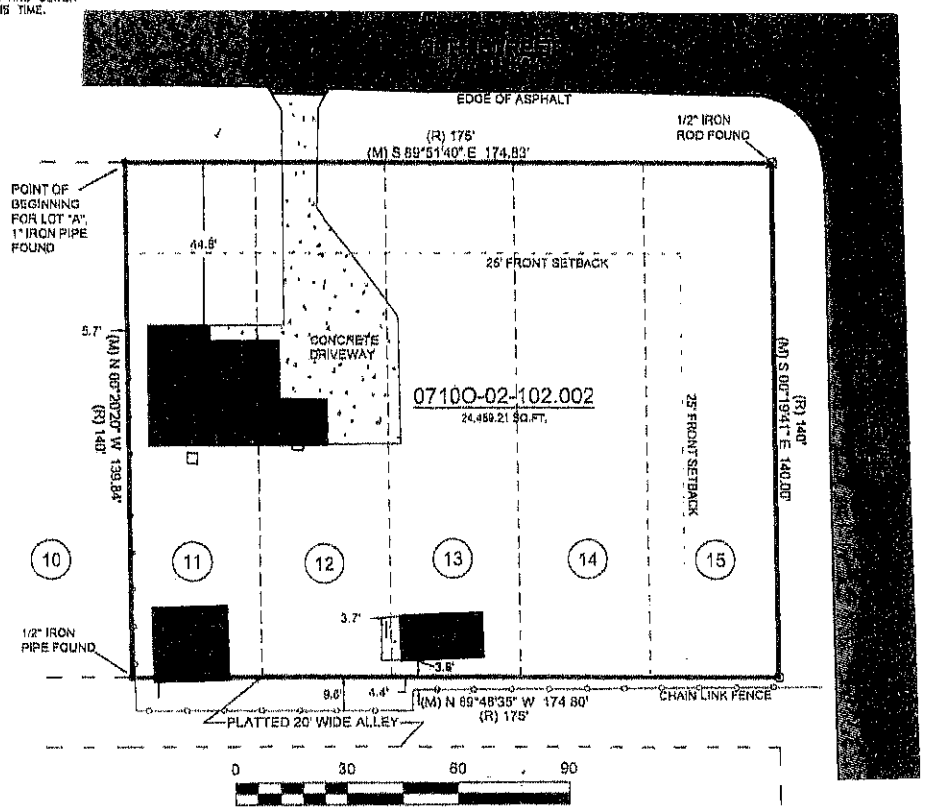
A PORTION OF LOTS 13 THROUGH 15, BLOCK 19, GULFPORT HEIGHTS ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A 1" IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 19, GULFPORT HEIGHTS ADDITION; THENCE ALONG THE SOUTH MARGIN OF 29TH STREET, S 89° 51' 40" E 73.93' TO A ½" IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN OF 29TH STREET, S 89° 51' 40" E 100.90' TO A ½" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 15; THENCE ALONG THE WEST MARGIN OF 48TH AVENUE, S 00° 19' 41" E 140.00' TO A ½" IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 15; THENCE ALONG THE NORTH MARGIN OF A 20 FEET WIDE ALLEY, N 89° 48' 35" W 106.40' TO A ½" IRON ROD SET; THENCE N 00° 04' 47" E 62.82' TO A ½" IRON ROD SET; THENCE S 89° 58' 46" E 5.00' TO A ½" IRON ROD SET; THENCE N 00° 17' 07" W 77.12' TO THE POINT OF BEGINNING, CONTAINING 14,454.26 SQUARE FEET.

A RESUBDIVISION OF A ONE PARCEL INTO TWO PARCELS, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A" AND "B". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NOS. 0710O-02-102.002, ADDRESS- 4809 29TH STREET

NOTE:

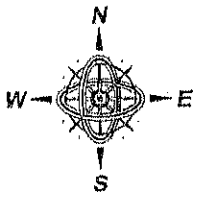
PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.



FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONE "X" ACCORDING TO MAP NUMBER 28047C0263D, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

NOTES:



REFERENCE: GRID NORTH BY GPS OBSERVATION (DATUM=NAD 83)

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 9/22/2022
TOPCON HIPER VR RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN B-1, NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICODE FOR SETBACKS AND OTHER CRITERIA.

REFERENCE MATERIALS

LEGEND

CLIENTS: HARVEY V. YOUNG AND JOYCE UNSWORTH
DATE OF FIELD SURVEY: 9/22/2022
DRAWN BY: CAC
JOB NUMBER: 22275.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

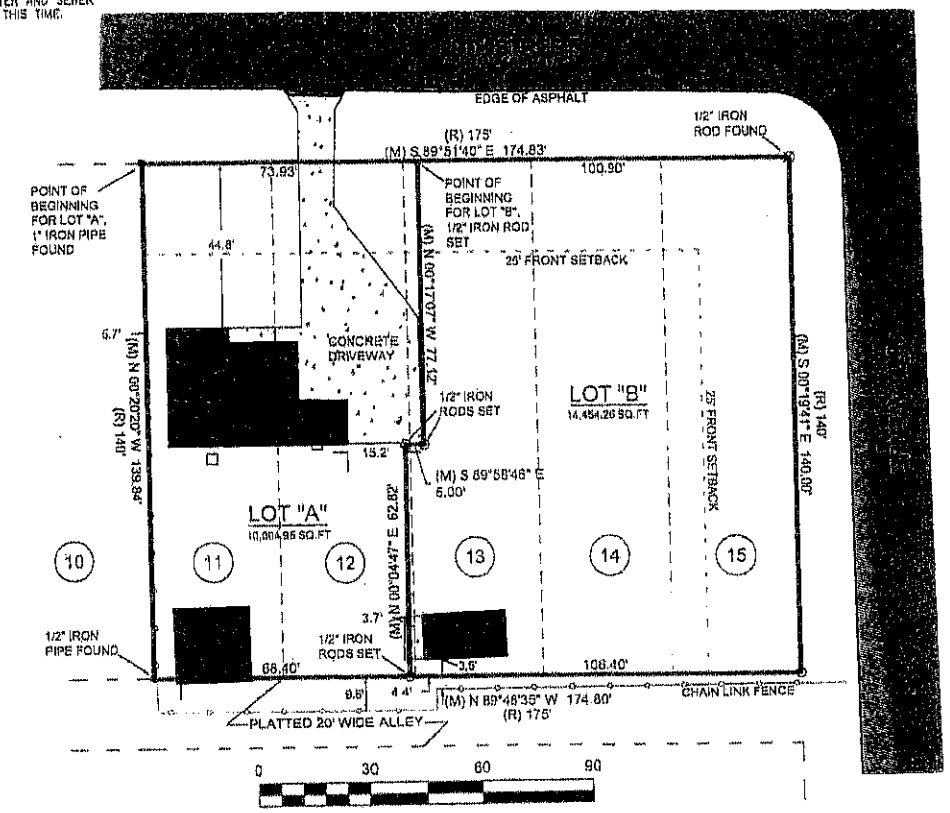
SHEET 1 OF 4

EXHIBIT A

A RESUBDIVISION OF A ONE PARCEL INTO TWO PARCELS, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A" AND "B". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NOS. 0710O-02-102.002, ADDRESS- 4809 29TH STREET

NOTE:

PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.



FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONE "X" ACCORDING TO MAP NUMBER 28047C0283G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

NOTES:

N
W
E
S

REFERENCE: GRID NORTH BY GPS OBSERVATION (DATUM=NAD 83)

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 9/22/2022
TOPCON HIPER VR RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN B-1, NEIGHBORHOOD BUSINESS DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICODE FOR SETBACKS AND OTHER CRITERIA.

REFERENCE MATERIALS:

LEGEND:

CLIENTS: HARVEY V. YOUNG AND JOYCE UNSWORTH
DATE OF FIELD SURVEY: 9/22/2022
DRAWN BY: CAC
JOB NUMBER: 22276.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A ONE PARCEL INTO TWO PARCELS, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A" AND "B". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NOS. 0710O-02-102.002, ADDRESS- 4809 29TH STREET

0710O-02-102.002 RECORD DESCRIPTION, 2008-10062-D-J1

LOTS 11 THROUGH 15, BLOCK 19, GULFPORT HEIGHTS ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:

LEGAL DESCRIPTION: LOT "A"

A PORTION OF LOTS 11 THROUGH 13, BLOCK 19, GULFPORT HEIGHTS ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

BEGINNING AT A 1" IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 19, GULFPORT HEIGHTS ADDITION; THENCE ALONG THE SOUTH MARGIN OF 29TH STREET, S89°51'40"E 73.93' TO A 1/2" IRON ROD SET; THENCE S00°17'07"E 77.12' TO A 1/2" IRON ROD SET; THENCE N89°58'46"W 5.00' TO A 1/2" IRON ROD SET; THENCE S00°04'47"W 62.82' TO A 1/2" IRON ROD SET ON THE NORTH MARGIN OF A 20 FEET WIDE ALLEY; THENCE ALONG SAID NORTH MARGIN, N89°48'35"W 68.40' TO A 1/2" IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE WEST LINE OF SAID LOT 11, N00°20'20"W 139.84' TO THE POINT OF BEGINNING, CONTAINING 10,004.95 SQUARE FEET.

LEGAL DESCRIPTION: LOT "B"

A PORTION OF LOTS 12 THROUGH 15, BLOCK 19, GULFPORT HEIGHTS ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A 1" IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 19, GULFPORT HEIGHTS ADDITION; THENCE ALONG THE SOUTH MARGIN OF 29TH STREET, S89°51'40"E 73.93' TO A 1/2" IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN OF 29TH STREET, S89°51'40"E 100.90' TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 15; THENCE ALONG THE WEST MARGIN OF 48TH AVENUE, S00°19'41"E 140.00' TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 15; THENCE ALONG THE NORTH MARGIN OF A 20 FEET WIDE ALLEY, N89°48'35"W 106.40' TO A 1/2" IRON ROD SET; THENCE N00°04'47"E 62.82' TO A 1/2" IRON ROD SET; THENCE S89°58'46"E 5.00' TO A 1/2" IRON ROD SET; THENCE N00°17'07"W 77.12' TO THE POINT OF BEGINNING, CONTAINING 14,454.28 SQUARE FEET.

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT HARVEY V. YOUNG IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____ 2022

_____

HARVEY V. YOUNG

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN

RATIFIED AND APPROVED BY

_____

HARVEY V. YOUNG

THIS _____ DAY OF _____ 2022

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY PERSONALLY APPEARED THE AFORENAMED HARVEY V. YOUNG WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CLIENTS: HARVEY V. YOUNG AND JOYCE UNSWORTH
DATE OF FIELD SURVEY: 9/22/2022
DRAWN BY: CAC
JOB NUMBER: 22276.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-49 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL # 07100-02-102.002, LOCATED IN THE CITY OF GULFPORT, MS. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF 20TH STREET AND ON THE WEST SIDE OF 46TH AVENUE. THE AD VALOREM TAX PARCEL NUMBERS OF THE SUBJECT PROPERTY IS

07100-02-102.002 THE CASE FILE NUMBER IS _____

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT JOYCE UNSWORTH IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2022

_____
JOYCE UNSWORTH

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY

_____
JOYCE UNSWORTH

THIS _____ DAY OF _____, 2022.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED JOYCE UNSWORTH WHO ACKNOWLEDGED THAT SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI"

WITNESS MY SIGNATURE AND SEAL THIS _____ DAY OF _____, 2022

_____
CLIFFORD A. CROSBY, MS PLS 2539

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT PLANNING COMMISSION ON THE _____ DAY OF _____, 2022.

BY: _____
KEITH WILLIAMS
THE CITY OF GULFPORT'S PLANNING COMMISSION CHAIRMAN

BY: _____
GREG HOLMES
THE CITY OF GULFPORT'S PLANNING DIVISION ADMINISTRATOR

CERTIFICATE OF APPROVAL BY THE COUNCIL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT CITY COUNCIL AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2022

ATTEST:

BRITTANY RODGERS
THE CITY OF GULFPORT'S CLERK OF COUNCIL

F.B. "RUSTY" WALKER, IV
THE CITY OF GULFPORT'S COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 2022.

_____
BILLY HEWES
THE CITY OF GULFPORT'S MAYOR

CLIENTS: HARVEY V. YOUNG AND JOYCE UNSWORTH
DATE OF FIELD SURVEY: 9/22/2022
DRAWN BY: CAC
JOB NUMBER: 22276.dwg

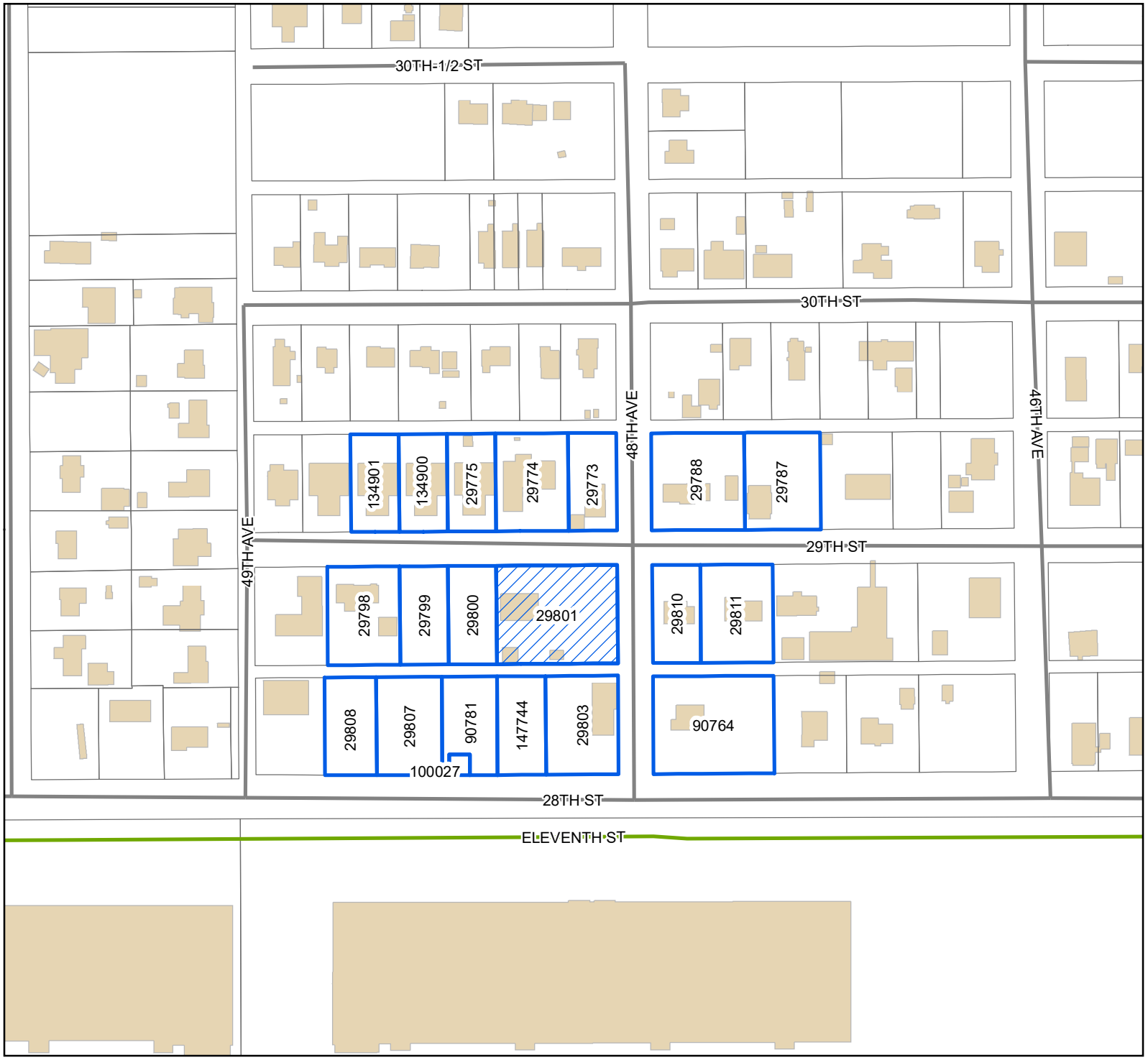
PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
		0710O-02-102.002	SIGNATURE HOME SOLUTIONS (OWNER)	1715 21ST AVE	GULFPORT	MS	39503
			PATRICIA TOMASELLA (AGENT)	1487 CITY BRIDGE ROAD	WIGGINS	MS	39577
			Adjacent Property Owners (2406PC080)				
	29803	0710O-02-104.000	GORDON BOYD W & PAMELA R	6462 SIMMONS DR	LONG BEACH	MS	39560
	29773	0710O-02-096.000	PHELPS MARGIE AUGESTINE -ESTATE-	GULF MIST APTS 15E	GULFPORT	MS	39501
	29774	0710O-02-097.000	WEIS JOSEPH SCOTT	4810- 29TH STREET	GULFPORT	MS	39501
	29810	0710O-02-039.000	HANSON KIRK	11195 WOODLEY CV	GULFPORT	MS	39503
	29807	0710O-02-106.000	TRAN TONY PHU	307 FERGUSON AVE	LONG BEACH	MS	39560
	29798	0710O-02-101.000	RAWLINGS STEVE	PO BOX 6633	D'IBERVILLE	MS	39540
	29788	0710O-02-046.000	LANIER STEPHEN LEE & PAMELA CULVER	4626 29TH STREET	GULFPORT	MS	39501
	100027	0710O-02-105.001	PETERSON KAREN & NECASIE KEVIN	7490 CAESAR-NECAISE RD	PERKINSTON	MS	39573
	90764	0710O-02-038.000	UNSWORTH OWEN J	1001 WALLACE CT	SLIDELL	LA	70461
	29811	0710O-02-040.000	RUSSELL LINDA A & CHUTER RICKEY P	4627 29TH STREET	GULFPORT	MS	39501
	29799	0710O-02-102.000	MAGNUSEN BETTY	3774 ROUTE 31 APT 602	LIVERPOOL	NY	13090
	29787	0710O-02-045.000	KNIGHT GEORGE K	4616 29TH ST	GULFPORT	MS	39507
	29775	0710O-02-098.000	4814 29TH AVENUE LLC	PO BOX 765	PASS CHRISTIAN	MS	39571
	29801	0710O-02-102.002	YOUNG HARVEY V	4809-29TH STREET	GULFPORT	MS	39501
	147744	0710O-02-105.002	PETERSON KAREN K	7490 CAESAR NECAISE RD	PERKINSTON	MS	39573

2406PC080

Zoning Map Amendment



Legend

- Site
- Adjacent Properties
- Street
- Military Street
- Buildings

0 30 60 90

Yards

1 inch = 200 feet

N

W E

S

DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

RE: Zoning Map Amendment 2406PC080, by agent Patricia Tomasello, requesting to rezone to R-B (Residence Business), Tax Parcel 0710O-02-102.002, 29th Street, Zoned B-1 (Neighborhood Business), Ward 1

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, June 27, 2024**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, June 27, 2024.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
33468	560643	Print Legal Ad-IPL01769120 - IPL0176912		$91.45	2	61 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 27, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15 th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24 th Avenue.

Planning Commission Approval 2405PC062, by agent Isis Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2406PC076, by owner Deborah Wright, seeking approval for a mobile home use, Tax Parcel 0810E-04-098.000, 4214 Michigan Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2406PC084, by agent Nav Thind, seeking approval for a gas station use with a convenience store, Tax Parcels 0711O-01 029.000, 0711O-01-030.000, 510 Broad Ave, 4220 W Beach Blvd, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Planning Commission Approval 2406PC086, by agent Lisa Ramos, seekin approval for an administrative office use for a bike rental business as a home occupation, Tax Parcel 0910G-01-018.001, 11 Bayou View Drive, Zoned R-1-7.5 (Single-family), Ward 4

Planning Commission Approval 2406PC091, by agent Vinson Keyhea, seeking approval for automobile sales of less than 50 vehicles, Tax Parcel 0910N-06- 009.000, 407 32 1/2 Street, Zoned B-2 (General Business), Ward 4

General Plan 2407PC092, by agent Robert Riemann, seeking approval for a 25-lot townhouse development with 3 outparcels, Tax Parcel 0809B-03-017.000, Zoned R-3 (Single-family), Ward 7

Zoning Map Amendment 2406PC080, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone & "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Map Amendment 2406PC032, by owner Huyen Nguyen, requesting to rezone to T4L (General Urban Zone "Limited"), Tax Parcel 0811F-05-037.000, 1907 24th Ave, Zoned T5 (Urban Center Zone), Ward 3

Zoning Map Amendment 2406PC089, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback.

This the 5th day of June 2024

Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0176912
Jun 12 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Mary Castro, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
06/12/24

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Mary Castro

Sworn to and subscribed before me this 12th day of June in the year of 2024

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____day of _____, 2024, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GULFPORT, MISSISSIPPI, TO REZONE CERTAIN PROPERTY FROM PRESENT ZONING CLASSIFICATIONS OF B-1 (NEIGHBORHOOD BUSINESS) TO R-B (RESIDENCE BUSINESS), AND FOR RELATED PURPOSES

WHEREAS, the Governing Authorities of the City of Gulfport, Mississippi, find and do so determine, that based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that all or a portion of the real property described herein , which is generally described as being located North of 28th Street, South of and adjacent to 29th Street, East of 49th Avenue, and West of and adjacent to 48th Avenue, should be rezoned from its present classification of B-1 (Neighborhood Business) District to R-B (Residence-Business) District as more fully set forth herein; and

WHEREAS, the Governing Authorities of the City of Gulfport, Mississippi, further finds that the applicant in the said Case has demonstrated, by clear and convincing evidence set forth in the record created before the Planning Commission and/or based on their personal knowledge of the area and other reasons set forth during consideration of the rezoning by the City Council, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the Official Zoning Map of the City of Gulfport, be and the same is hereby amended to provide that the following described property **be rezoned from its present classification of B-1 (Neighborhood Business) to R-B (Residence Business):**

> Lots Thirteen (13), Fourteen (14), and Fifteen (15), Block Nineteen (19), GULFPORT HEIGHTS ADDITION, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3 at Page 13 thereof, reference to which is hereby made in aid of and as a part of this description LESS AND EXCEPT that 77.12' X 5' portion of Lot 13 as shown on survey by Clifford A. Crosby, PLS dated 9/22/2022 and Job Number 22276.dwg.
>
> Also described as:

LOT B on Survey by Clifford A. Crosby, PLS dated 9/22/2022 as Job Number 22278.dwg

A PORTION OF LOTS 13 THROUGH 15, BLOCK 19, GULFPORT HEIGHTS ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A 1" IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 19, GULFPORT HEIGHTS ADDITION; THENCE ALONG THE SOUTH MARGIN OF 29TH STREET, S 89° 51' 40" E 73.93' TO A ½" IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN OF 29TH STREET, S 89° 51' 40" E 100.90' TO A ½" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 15; THENCE ALONG THE WEST MARGIN OF 48TH AVENUE, S 00° 19' 41" E 140.00' TO A ½" IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 15; THENCE ALONG THE NORTH MARGIN OF A 20 FEET WID ALLEY, N 89° 48' 35" W 106.40' TO A ½" IRON ROD SET; THENCE N 00° 04' 47" E 62.82' TO A ½" IRON ROD SET; THENCE S 89° 58' 46" E 5.00' TO A ½" IRON ROD SET; THENCE N 00° 17' 07" W 77.12' TO THE POINT OF BEGINNING CONTAINING 14,454.26 SQUARE FEET.

SECTION 2. The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee of property that requested rezoning (i.e., the applicant), which rezoning was ultimately approved by the City Council, must secure a building permit from the building official within one (1) year of the rezoning of the subject property. The building permit must be issued for the use for which the applicant requested the rezoning. The failure to secure a building permit as described above and/or the failure to maintain a valid building permit shall result in the reversion of the zoning classification of the subject property back to its original classification. See COMPREHENSIVE ZONING ORDINANCE Section IX (3) (b) Reversion.

SECTION 3. This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances and Official Zoning Map by rezoning certain property generally described as being located North of 28th Street, South of and adjacent to 29th Street, East of 49th Avenue, and West of and adjacent to 48th Avenue, should be rezoned from its present classification of B-1 (Neighborhood Business) District to R-B (Residence-Business) District fully set forth in the Ordinance. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City

Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the ____ day of ____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of ____, 2024.

APPROVED:

_____

Mayor

CITY OF GULFPORT PLANNING COMMISSION

2406PC080

TRANSCRIPT OF HEARING

June 27, 2024

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF JUNE 2024 COMMENCING AT 4:30 P.M. AND REPORTED BY NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

****

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
CHRIS ROMANO

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
MATILDA WELCH
SAMUEL SWEETING
WILLIAM DICKINSON

ALSO PRESENT:

MARGARET MURDOCK, ESQ.
City Attorney

H2.1 Zoning Map Amendment 2406PC080

MR. DICKINSON: Zoning Map Amendment 2406PC080 has been duly and timely noticed as required by law.

The applicant is requesting to rezone to R-B residence business 29th Street, zoned B-1 neighborhood business, Ward 1.

A copy of the packet Exhibit A considered is hereby offered to the record.

MR. WILLIAMS: All right. Is someone here to speak for the request?

MR. MIHALOVICH: Greg Mihalovich, address 1715 21st Avenue, Gulfport 39501.

I am the owner of the property. I purchased this, and we're looking to move it from -- the three lots from B-1 to R-B.

The goal is basically to go and split it and then put two single family -- build two single family homes on that lot is our goal.

MR. WILLIAMS: Okay.

MR. MIHALOVICH: It had been -- I purchased the lot, and the lady had already had everything in place to do that and build a house herself, but it had been past a year, that's why we're here again under new ownership and starting fresh again.

MR. WILLIAMS: All right. Sounds good.

Commissioners, when I was hearing it, as you all well know, sometimes I don't comprehend real well, but it's B-1 now going to R-B. Everybody got that? I had it backwards.

So obviously he's going to put two residential --

MR. MIHALOVICH: That's the ultimate goal. If I have to if it doesn't work out because of spacing, etcetera, I'll put a duplex there. But more than likely it's going to be two single families is the goal for resale versus renters.

MR. WILLIAMS: Okay. Most of the properties obviously around it are residential, correct?

MR. MIHALOVICH: Yes. Mostly residential. There are some duplexes down the road. So it all kind of blends together. Yeah.

MR. WILLIAMS: Any questions, Commissioners?

Pretty straightforward, I believe.

All right. Thank you. Appreciate it.

Anyone else here to speak on the request?

Anyone to speak against it or for it or questions?

Okay. Commissioners, you've heard the applicant. If you have any questions of the staff, or I'll

take a motion.

MR. SELLERS: I'll just ask the staff. He mentioned this was previously approved. Is that the case? It was changed before, but its time lapsed?

MS. FEATHERSTON: Correct. This previously went before the board to -- the existing single family house on the property be zoned R-B and not be nonconforming, and then they wanted to come in and do a subdivision of the property. But no permits were pulled within a year. And the ordinance states that a zoning map amendment has to have a permit pulled within one year or it reverts back to its original zoning.

MR. SELLERS: Thank you.

MR. WILLIAMS: Appreciate the clarification.

Any other questions, or a motion?

MR. SELLERS: Mr. Chairman, I move we approve Case File 2406PC080 with conditions that are in the packet.

MR. WILLIAMS: All right. Got a motion to approve with any conditions stated. Do I have a second?

MR. SPANN: Second.

MR. WILLIAMS: Got a motion and a second. Any further discussion?

If not, all those in favor of the motion signify by saying aye. Any opposed?

All right. It's been approved. Thanks

again. Appreciate it.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2406PC080

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 5 pages constitute a true and correct transcription of said hearing held on the 27th day of June 2024.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature this the 28th day of June 2024.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date: July 18, 2024

Re: **Zoning Map Amendment 2406PC089, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2**

Planning Commission recommendation: To **approve** applicant request.

Motion: Mr. Daigle Jr.

Second: Mr. Spann

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Yea
HAROLD SPANN	– Yea
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

Speaking for the Petition:
1. W. Taylor Guild III
2. Christina Strickland
3. Jennifer Broadus
4. Tricia Harvey
5. Kate Spear

Speaking against the Petition:

1. Diana Phillips

On June 27, 2024, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 6, 2024.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2406PC089

Hearing Date: June 27, 2024

Current Zoning/Use: R-1-7.5 / Single-family Home/Vacant Lot

Legal: Zoning Map Amendment 2406PC089, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant is requesting to rezone approximately 17,926 square feet of residentially zoned property from R-1-7.5 (Single-family) to a T4+ (General Urban Zone "Plus") zoning. The two subject parcels are directly abutting the parcel containing St. James Catholic Church, and St. James School, and is zoned T4+. As presented, the applicant has stated in their application, the intent of the rezoning is to construct an Early Education Center. The applicant states that the property owners are currently in the process of combing the two subject parcels together with the abutting T4+ parcel containing the existing church, and that they have scheduled to begin construction later this year and finish by the fall of 2026.

According to the City's 2002 Comprehensive Plan, the subject parcels where to remain Urban Medium Density Residential which is in conflict with the applicant's request.

The applicant has chosen the justifications for change of the current zoning district as due to an increased need for sites, and due to the change in character along Cowan-Lorraine Road.

(a) Applicant claims that St. James Schools are continuing to grow and the construction of their educational facility will address this public need. Upon review of the surrounding

area, the parcel containing the church and school uses zoning district only abuts the parcels south of the property. Without expanding onto the subject parcels, they would have to build into their required parking.

(b) Applicant claims that the character of Cowan-Lorraine Road has changed. Applicant does not elaborate on how the character of Cowan-Lorraine Road has changed, or offer examples of said changes.

EXECUTIVE SUMMARY

Applicant is seeking to rezone approximately 17,926 square feet of property from their current zoning of R-1-7.5 (Single-family) to T4+ (General Urban Zone "Plus"). The proposed zoning change would continue the T4+ zoning district from the abutting northern parcel, however based on a site visit conducted on June 12th, 2024, the proposed zoning changed would allow greater intensity of uses, such as retail to develop closer area to existing residential uses. In addition, according to the 2002 Comprehensive Plan, these two sites were to remain Urban Medium Density Residential which is in conflict with the applicant's request. The applicant states that the rezoning is to allow for the construction of a new Early Education Center to be constructed, once the subject parcels are combined with the parcel containing the existing St. James School. Upon further inspection of the surrounding area, and subject site, if the school is to expand with new construction, they would either need to expand outward onto the subject sites, or into their required on-site parking. As the rezoning would be continuing the same zoning that is present with the abutting parcel, the request would be in harmony with the surrounding area.

Any approval should consider these conditions:

1. Must meet all building Codes and City of Gulfport Ordinances.
2. Planning Commission can only make recommendations for rezoning. City Council approval will be required for rezoning.

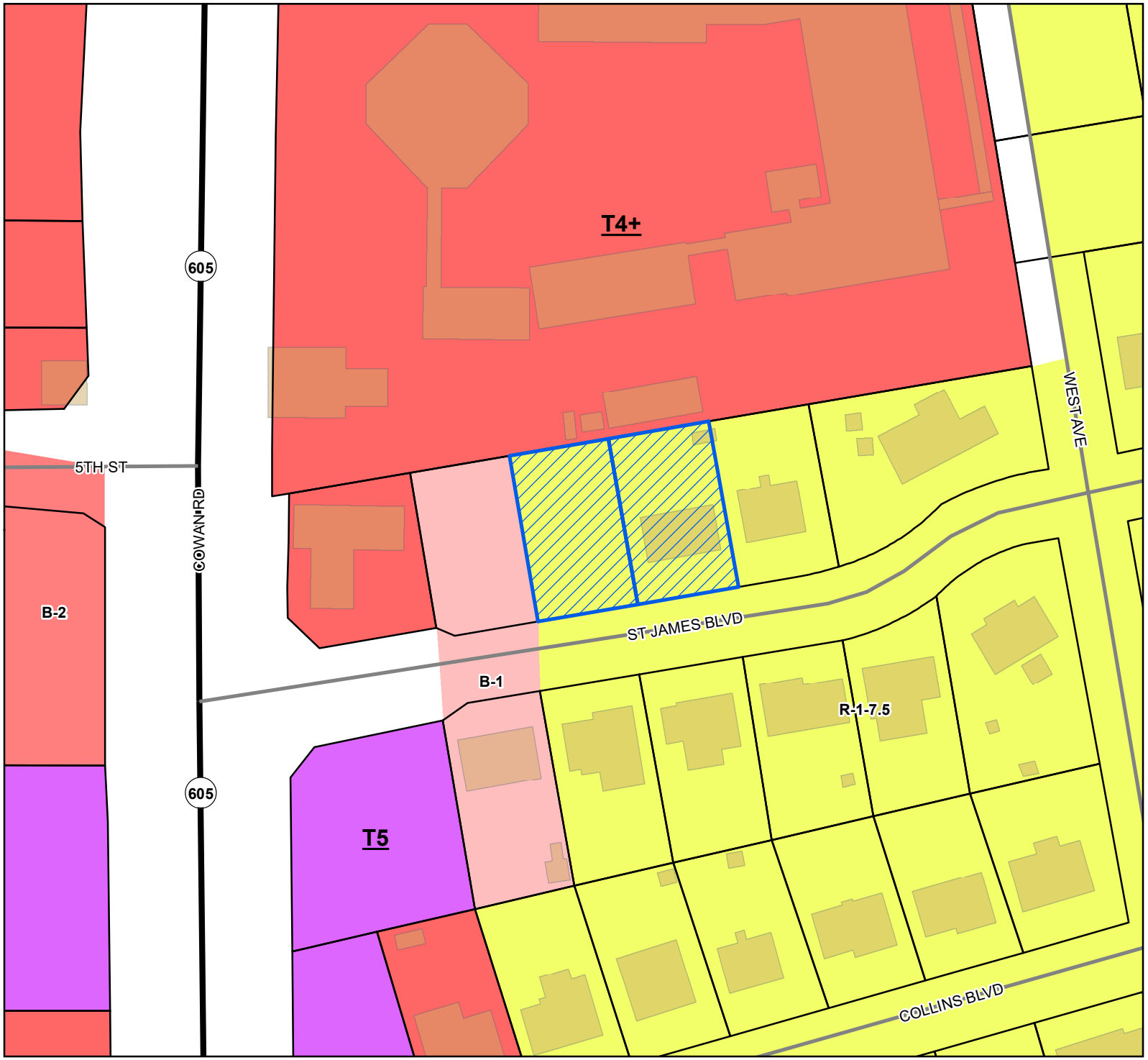
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2406PC089

Zoning Map Amendment



Site
US or State Highway
Street
Parcels
Buildings
City Limit

Smart Code

T5
T4+

Zoning

B-1 - Neighborhood Business District
B-2 - General Business District
R-1-7.5 - Single Family Residence District (Low Density)

Site Information

1010N-05-086.000
1010N-05-087.000
Zoning:R-1-7.5 (Single Family)
Size: 17926.28 sqft
Flood: X

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

Case File #: 2406-PZ-087

Date Received: 05/10/24

Receipt #: 12749212

Received By: BC

Zoning: R-1-7.5

Ward: 2 Flood: X

APPLICATION FOR ZONING MAP AMENDMENT/LAND USE RECLASSIFICATION (SMARTCODE)

Property Information

TAX PARCEL # 1010N-05-086.000
1010N-05-087.000 DB
(If necessary, use separate sheet of paper) DB

Address of Property Involved: 2007 St. James Blvd. + 2009 St. James Blvd

Lot(s)_____, Block(s)_____, Subdivision 1883

General Location: St. James Blvd. between Cowan Rd and West Ave.

GENERAL DESCRIPTION OF REQUEST:
change zoning from R-1-7.5 to T4+

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

Catholic Diocese of Biloxi
Printed Name Of Owner

1790 Popps Ferry Rd
Mailing Address

Biloxi MS 39532
City State Zip code

— 228-702-2100
Home Phone Work/Cell Phone

Email

+ Lorie Kuhnemann
Signature Of Owner

AGENT

M. Taylor Guild
Printed Name Of Agent

1091 Tommy Munro Dr.
Mailing Address

Biloxi MS 39532
City State Zip code

228-594-2373 228-265-3905
Home Phone Work/Cell Phone

tguild@dgh.ms
Email

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures. ☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

Designation of Agent

I, Bishop Louis F. Kihneman, III, being property owner of 101N-05-087.000
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize H. Taylor Gwin III to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

+ Louis Kihneman — May 9, 2024

Signature of Bishop Louis F. Kihneman, III, Bishop and Trustee for the Diocese of Biloxi and St. James Church — *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 9 day of May, 20 24

Victoria Davenport — _____

Notary Public — *Commission Expiration*

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 79368 VICTORIA DAVENPORT Commission Expires July 6, 2027 HARRISON COUNTY

Gulfport MISSISSIPPI ONE COAST

Designation of Agent

I, Bishop Louis F. Kihneman, III (PRINT NAME), being property owner of 1010H-05-086.000 (PRIMARY ADDRESS OR PARCEL) which is the subject of this application hereby authorize W. Taylor Gould III (PRINT NAME) to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

+ Louis Kihneman — May 9, 2024

Signature of Bishop Louis F. Kihneman, III — *Date*

Bishop and Trustee for the Diocese of Biloxi and St. James Church

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 9 day of May, 20 24

Victoria Davenport

Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 79368 VICTORIA DAVENPORT Commission Expires July 6, 2027 HARRISON COUNTY

Commission Expiration

Reasons for Zoning Request:

St. James Catholic Church/Catholic Diocese of Biloxi has acquired the two properties on St. James Blvd, 2007 St. James Blvd. and 2009 St. James Blvd. These two parcels are adjacent to the parcel where the church and school are located. We are requesting a change to the zoning of these two parcels from R-1-7.5 to T4+ to match the zoning of the parcel with the church and school.

It is the intention of the Parish to building an Early Education Center that would be located on all three parcels. Construction of the Early Education Center is scheduled to begin later this year with a completion date for the fall of 2026. The Parish is currently in the process of combining the three parcels into one parcel.

The character of the Cowan-Lorraine Road corridor has changed dramatically over recent years, and we feel that this rezoning is clearly justified. Also, the St. James Schools continues to grow to serve the public and the construction of the Early Learning Center will help fill this public need.

Authority of Bishop Kihneman to Act on Behalf of the Catholic Diocese of Biloxi and St. James Parish:

Bishop Kihneman serves as the Trustee for the Catholic Diocese of Biloxi and its respective parishes, including St. James parish in Gulfport, Mississippi, by implied Trust which arises out of and pursuant to Canon Law of the Roman Catholic Church which was founded by Jesus Christ and under whose authority the apostolic line of succession can be traced from the Bishops, including Bishop Kihneman, all the way back to St. Peter. Pursuant to this Apostolic Succession, Bishop Kihneman serves as Apostolic Administrator for the Diocese under the authority of the Bishop of Rome, Pope Francis, who appointed Bishop Kihneman as the Fourth Bishop of the Catholic Diocese of Biloxi and who has been serving in this capacity since 2017. He typically executes documents as "Bishop and Trustee."

St. James Catholic Church/Catholic Diocese of Biloxi has acquired the two properties on St. James Blvd, 2007 St. James Blvd. and 2009 St. James Blvd. These two parcels are adjacent to the parcel where the church and school are located. We are requesting a change to the zoning of these two parcels from R-1-7.5 to T4+ to match the zoning of the parcel with the church and school.

It is the intention of the Parish to building an Early Education Center that would be located on all three parcels. Construction of the Early Education Center is scheduled to begin later this year with a completion date for the fall of 2026. The Parish is currently in the process of combining the three parcels into one parcel.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

ENTERED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, ROBERT M. SUND, do hereby sell, convey, and warrant unto the MOST REVEREND JOSEPH LAWSON HOWZE, Bishop of the Catholic Diocese of Biloxi, and his successors in office forever, Trustee, for the use and benefit of the members of the St. James Catholic Congregation or Parish, in the Town of Gulfport, Mississippi, the following described property, together with the improvements located thereon, being situated and located in the First Judicial District of Harrison County, Mississippi, to-wit:

> Lot 4, Block 9, COWAN ROAD HOMES ANNEX SUBDIVISION, Unit 4, a subdivision located in the First Judicial District of Harrison County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 21 at Page 9.

The above described property is conveyed subject to any restrictive covenants, mineral reservations and easements of record.

Ad Valorem taxes for the current year are prorated as of the date of this deed and are assumed by Grantee herein.

WITNESS my signature, this the 31st day of July A.D., 1997

Robt M. Sund

ROBERT M. SUND, GRANTOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the above mentioned State and County within my jurisdiction, the within named, ROBERT M. SUND, who acknowledged

that he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

WITNESS my signature and official seal of office, this the 31st day of July, 1997.

JERRY J. ROSETTI, NOTARY PUBLIC

My Commission Expires: January 16, 1998

GRANTORS
ROBERT M. SUND
1720 Wm. Harrison Drive
Biloxi, MS 39531
(601) 374-0011

GRANTEES
BISHOP JOSEPH LAWSON HOWZE
St. James Catholic Church
P.O. Box 7267
Gulfport, MS 39506
(601) 896-6059

PREPARED BY
JERRY J. ROSETTI
Attorney At Law
1720 - 22nd Avenue
Gulfport MS 39502
(601) 863-8678

Instrument No. 5329

STATEMENT OF FEES

Recording Fee	$6.00
Records Management Fee	$1.00
Abstracting/Section Fee at $1.00 each	1.00
Marginal Entry at .50 each	—
Other	—
TOTAL FEES COLLECTED	8.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 8 o'clock and 50 minutes A. M. on 5 day of Aug, A.D. 1997 and recorded Aug 6, 1997 in Records of Deeds Book 1379 Pages 304-305

JOHN McADAMS, Chancery Clerk

By Julie Bonilla, D.C.

LAWRENCE-GREENWOOD 00685

SCANNED

REVIEWED

114

STATE OF MISSISSIPPI

COUNTIES OF WAYNE, JONES, COVINGTON, JEFFERSON DAVIS, LAWRENCE, WALTHALL, MARION, LAMAR, FOREST, PERRY, GREENE, STONE, GEORGE, PEARL RIVER, HANCOCK, HARRISON and JACKSON

INDEX: In a separate part of the sectional index or in an index of indefinite records or in an index of blanket conveyances in addition to the general index, pursuant to M.C.A. §89-5-33 (3) (c)

1st Judicial District
Instrument 2009 5267 D J
Filed/Recorded 7 30 2009 3 20 P
Total Fees 12.00
4 Pages Recorded

2nd Judicial District
Instrument 2009 1889 D J2
Filed/Recorded 8 11 2009 10 21 A
Total Fees 12.00
4 Pages Recorded

CHANCERY CLERK FORREST COUNTY, MS

GENERAL WARRANTY DEED

WHEREAS, the Catholic Diocese of Biloxi was legitimately erected and established as a juridic entity of the Roman Catholic Church in the year of Our Lord 1977, by authority of His Holiness, Pope Paul VI, and was entrusted to the care and control of its Diocesan Bishop (cc. 376, 381); and,

2009 9762
Recorded in the Above
Deed Book & Page
08-14-2009 08:47:39 AM
Timothy A Keller
Hancock County

WHEREAS, individual Parishes and other entities are legitimately erected, separate juridic entities under the Law of the Roman Catholic Church, apart from the Diocese of Biloxi, and each has a Pastor or other Administrator who is primarily responsible for administering the Sacraments, the propagation of the faith and the salvation of souls which have been entrusted to his pastoral care (cc. 515); and

WHEREAS, the Bishop of the Catholic Diocese of Biloxi, in his pastoral role as a Diocesan Bishop, is chief shepherd entrusted with the care of all those souls residing and coming within the territory comprising the Diocese of Biloxi, including, but not limited to, the souls who attend or at any given time are parishioners/members of various Parishes located within the geographical boundaries of the Catholic Diocese of Biloxi (cc. 383); and,

WHEREAS, in fulfilling its spiritual, charitable and religious role, it is necessary for the Roman Catholic Church within the Catholic Diocese of Biloxi, including but not limited to the various Parishes, and other juridic entities, to hold title to real property for their respective spiritual use and benefit; and,

CHANCERY CLERK PEARL RIVER COUNTY, MISS.

WHEREAS, the Roman Catholic Church within the Catholic Diocese of Biloxi, including but not limited to Parishes, and other entities, constitute tax exempt charitable religious institutions pursuant to Section 501(c)(3) of the United States Internal Revenue Code, so that no part of the assets or earnings may ever go, or inure to, the benefit of any individual person or persons; and,

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: $12.00
#200916358 BK:1585 PG:822-825
08/20/2009 09:33 AM 4 PGS
KCOULTER,DC Rept#011691

200916358 4 PGS

RH 1753

Book 2011 Page 3349
Deed
07/20/2011 11:17:53 AM
George County, MS
Camela Byrd, Chancery Clerk

Forrest County
Filed/Recorded MAY 13 2011 03:36:08PM
Witness my hand and seal
Jimmy C. Heard
Chancery Clerk

Wayne County, Mississippi
Filed and Recorded
JULY 29 2011 09:45:00AM
Inst. 20110389 Book Page
Marion West, Chancery Clerk

Inst. 675485
Bk 1102 Pg 0482

Book 0387 Page 627

WHEREAS, in recognizing his role as shepherd on behalf of those souls which are his pastoral responsibility, the Bishop of Biloxi has, since the creation of the Diocese of Biloxi, consistent with the Canon Law of the Roman Catholic Church which always binds him, held title to real property, not for his own benefit or for the benefit of any particular or identifiable individuals, but for the glory of God and for the charitable and religious purpose of the spiritual use and benefit and moral betterment of the collective, perpetual, ever-changing, and indefinite membership of various individual Parishes, being synonymous with the juridic entity of the respective Parish itself, and other juridic entities, which, together with the Blessed throughout the decades, centuries and millennia, constitute the One Holy, Catholic and Apostolic Church ; and

WHEREAS, mindful of this role as shepherd of souls, and that the property was never his own individual property or that of any identifiable individuals, and that membership in various Parishes/Congregations is not static, but is ever-changing, Most Reverend Joseph Lawson Howze, first Bishop of the Catholic Diocese of Biloxi, obtained title to various property as trustee for the spiritual use and benefit of various Catholic Parishes/Congregations located in certain Counties of the State of Mississippi which comprise the Catholic Diocese of Biloxi, namely Wayne, Jones, Covington, Jefferson Davis, Lawrence, Walthall, Marion, Lamar, Forest, Perry, Greene, Stone, George, Pearl River, Hancock, Harrison and Jackson; and

WHEREAS, said deeds provide that the Grantee was the above mentioned Most Reverend Joseph Lawson Howze, Bishop of the Catholic Diocese of Biloxi and his successors in office forever, trustee; and

WHEREAS, upon the retirement of Most Reverend Joseph Lawson Howze, His Holiness, Pope John Paul II, installed Most Reverend Thomas J. Rodi Bishop of the Catholic Diocese of Biloxi, as successor to Most Reverend Joseph Lawson Howze, in accordance with the Canon Law of the Roman Catholic Church, and Most Reverend Joseph Lawson Howze transferred title to all real property belonging to the Roman Catholic Church within the aforesaid seventeen (17) counties unto Most Reverend Thomas J. Rodi, trustee, upon the latter's installation as Bishop of Biloxi; and,

WHEREAS, His Holiness, Pope Benedict XVI, on April 2, 2008, elevated Most Reverend Thomas J. Rodi to the office of Archbishop of Mobile and also appointed him

Inst. 675485
Bk 1102 Pg 0483

as Apostolic Administrator of the Catholic Diocese of Biloxi, to serve in the latter capacity until a successor Bishop of the Catholic Diocese of Biloxi was appointed; and

WHEREAS, His Holiness, Pope Benedict XVI has appointed Most Reverend Roger P. Morin, Bishop of the Catholic Diocese of Biloxi, as successor to Most Reverend Thomas J. Rodi, in accordance with the Canon Law of the Roman Catholic Church, and Most Reverend Roger P. Morin is being installed as such of even date herewith;

NOW, THEREFORE, in order to confirm and record the succession of Most Reverend Roger P. Morin to the solemn spiritual obligation and trust for which he was selected and which he has voluntarily assumed, and to perfect record title thereto in him as a sacred obligation, I, MOST REVEREND THOMAS J. RODI, Apostolic Administrator and formerly Bishop of the Catholic Diocese of Biloxi, Trustee for the spiritual use and benefit of the ever-changing, indefinite and collective members of the individual Catholic Parishes/Congregations, being synonymous with the juridic entities that are the Parishes themselves, and other Church institutions situated in the seventeen Counties named below, in accordance with the Canon Law of the Roman Catholic Church, do hereby set over, assign, transfer, sell, convey and warrant all my right, title and interest in and to the following described property unto MOST REVEREND ROGER P. MORIN, Bishop of the Catholic Diocese of Biloxi, and his successors in office forever, Trustee for the spiritual use and benefit of the ever-changing, indefinite and collective members of the individual Catholic Parishes/Congregations, being synonymous with the juridic entities that are the Parishes themselves, and other Church institutions in the seventeen Counties named below, in accordance with the Code of Canon Law of the Roman Catholic Church, said property being described as follows, to-wit:

> All property, real, personal or mixed, which I hold as trustee for any Parish/ Congregation or Church institution located in the Counties of Wayne, Jones, Covington, Jefferson Davis, Lawrence, Walthall, Marion, Lamar, Forest, Perry, Greene, Stone, George, Pearl River, Hancock, Harrison and Jackson, State of Mississippi.

Should at any time any such Catholic Parish/Congregation or Church institution legitimately pass or be placed into another Catholic Diocese in succession thereto, in accordance with Canon Law, then the Bishop of such new Catholic Diocese and his or their successors in office forever shall, without further action, succeed to said sacred

Inst. 675485
Bk 1102 Pg 0484

trust. Should at any time another person legitimately succeed according to Canon Law to the active administration of the Catholic Diocese in which said property is located, whether under the title of Bishop of the Diocese, Apostolic Administrator, Administrator or any other title, that person shall likewise succeed to this sacred trust. 5

It is the intention hereof, consistent with the longstanding law of charitable trusts in Mississippi, as reaffirmed in In re Halls Estate, that for any trust created hereby, none of the beneficial interest is being given to or vested in any individual beneficiaries. This is in accord with the Canon Law of the Roman Catholic Church, which has been binding upon every Catholic Bishop since before the formation of the Catholic Diocese of Biloxi, and remains so, and to which previous deeds made reference, said Canon Law, including but not limited to procedures for resolution of disputes, being specifically incorporated by reference and made a part hereof as though fully set forth. Instead of individuals having a beneficial interest in any trust created hereby, each individual parcel of property conveyed hereunder is devoted to the religious and charitable purposes of each, separate, respective juridic Parish/Congregation or other Church institution for its individual spiritual and charitable ministry, as a constituent part of the Roman Catholic Church.

WITNESS my signature, as such Trustee, this the 27th day of April, 2009.

+ Thomas J Rodi

MOST REVEREND THOMAS J. RODI, Apostolic Administrator of the Catholic Diocese of Biloxi, Trustee

CHANCERY CLERK HARRISON COUNTY, MS
Hancock County
I certify this instrument was filed on
08-14-2009 08:47:39 AM
and recorded in Deed Book
2009 at pages 9762 - 9765.
Timothy A Kellar

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MOST REVEREND THOMAS J. RODI, Apostolic Administrator of the Catholic Diocese of Biloxi, Trustee, who acknowledged that he signed and delivered the above and foregoing instrument in writing on the date therein mentioned, as Trustee, he being first fully authorized to do so.

SWORN TO AND SUBSCRIBED before me on this 27th day of April, 2009.

Kevin J. Necaise

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 4471 KEVIN J. NECAISE Commission Expires Oct. 24, 2011 HARRISON CO.

GRANTOR'S ADDRESS:
1790 Popps Ferry Road
Biloxi, MS 39532
(228) 702-2111

GRANTEES' ADDRESS:
1790 Popps Ferry Road
Biloxi, MS 39532
(228) 702-2111

DEED PREPARED/TITLE NOT EXAMINED BY: Kevin J. Necaise, Esq., P. O. Box 636, Gulfport, MS 39502, (228) 586-0933.

Inst. 675485
Bk 1102 Pg 0485

1st Judicial District
Instrument 2017 2973 D -J1
Filed/Recorded 5/11/2017 03:00 P
Total Fees $ 22.00
6 Pages Recorded

STATE OF MISSISSIPPI

COUNTIES OF WAYNE, JONES, COVINGTON, JEFFERSON DAVIS, LAWRENCE, WALTHALL, MARION, LAMAR, FOREST, PERRY, GREENE, STONE, GEORGE, PEARL RIVER, HANCOCK, HARRISON and JACKSON

INDEX: In a separate part of the sectional index or in an index of indefinite records or in an index of blanket conveyances in addition to the general index, pursuant to M.C.A. §89-5-33 (3) (c)

GENERAL WARRANTY DEED

WHEREAS, the Catholic Diocese of Biloxi was legitimately erected and established as a juridic entity of the Roman Catholic Church in the year of Our Lord 1977, by authority of His Holiness, Pope Paul VI, and was entrusted to the care and control of its Diocesan Bishop (cc. 376, 381); and,

WHEREAS, individual Parishes and other entities are legitimately erected, separate juridic entities under the Law of the Roman Catholic Church, apart from the Diocese of Biloxi, and each has a Pastor or other Administrator who is primarily responsible for administering the Sacraments, the propagation of the faith and the salvation of souls which have been entrusted to his pastoral care (cc. 515); and

WHEREAS, the Bishop of the Catholic Diocese of Biloxi, in his pastoral role as a Diocesan Bishop, is chief shepherd entrusted with the care of all those souls residing and

coming within the territory comprising the Diocese of Biloxi, including, but not limited to, the souls who attend or at any given time are parishioners/members of various Parishes located within the geographical boundaries of the Catholic Diocese of Biloxi (cc. 383); and,

WHEREAS, in fulfilling its spiritual, charitable and religious role, it is necessary for the Roman Catholic Church within the Catholic Diocese of Biloxi, including but not limited to the various Parishes, and other juridic entities, to hold title to real property for their respective spiritual use and benefit; and,

WHEREAS, the Roman Catholic Church within the Catholic Diocese of Biloxi, including but not limited to Parishes, and other entities, constitute tax exempt charitable religious institutions pursuant to Section 501(c)(3) of the United States Internal Revenue Code, so that no part of the assets or earnings may ever go, or inure to, the benefit of any individual person or persons; and,

WHEREAS, in recognizing his role as shepherd on behalf of those souls which are his pastoral responsibility, the Bishop of Biloxi has, since the creation of the Diocese of Biloxi, consistent with the Canon Law of the Roman Catholic Church which always binds him, held title to real property, not for his own benefit or for the benefit of any particular or identifiable individuals, but for the glory of God and for the charitable and religious purpose of the spiritual use and benefit and moral betterment of the collective, perpetual, ever-changing, and indefinite membership of various individual Parishes, being synonymous with the juridic entity of the respective Parish itself, and other juridic entities, which, together with the Blessed throughout the decades, centuries and millennia, constitute the One Holy, Catholic and Apostolic Church ; and

WHEREAS, mindful of this role as shepherd of souls, and that the property was never his own individual property or that of any identifiable individuals, and that membership in various Parishes/Congregations is not static, but is ever-changing, Most Reverend Joseph Lawson Howze, Most Reverend Thomas J. Rodi and Most Reverend Roger P. Morin, successive Bishops of the Catholic Diocese of Biloxi, obtained title to various property as trustee for the spiritual use and benefit of various Catholic Parishes/Congregations located in certain Counties of the State of Mississippi which comprise the Catholic Diocese of Biloxi, namely Wayne, Jones, Covington, Jefferson Davis, Lawrence, Walthall, Marion, Lamar, Forest, Perry, Greene, Stone, George, Pearl River, Hancock, Harrison and Jackson; and

WHEREAS, each such deed provides that the Grantee was one of the above named Bishops of the Catholic Diocese of Biloxi and his successors in office forever, trustee; and

WHEREAS, upon the retirement of Most Reverend Joseph Lawson Howze, His Holiness, Pope John Paul II, installed Most Reverend Thomas J. Rodi Bishop of the Catholic Diocese of Biloxi, as successor to Most Reverend Joseph Lawson Howze, in accordance with the Canon Law of the Roman Catholic Church, and Most Reverend Joseph Lawson Howze transferred title to all real property belonging to the Roman Catholic Church within the aforesaid seventeen (17) counties unto Most Reverend Thomas J. Rodi, trustee, upon the latter's installation as Bishop of Biloxi; and,

WHEREAS, His Holiness, Pope Benedict XVI, on April 2, 2008, elevated Most Reverend Thomas J. Rodi to the office of Archbishop of Mobile and, also appointed him

as Apostolic Administrator of the Catholic Diocese of Biloxi, to serve in the latter capacity until a successor Bishop of the Catholic Diocese of Biloxi was appointed; and

WHEREAS, His Holiness, Pope Benedict XVI, appointed Most Reverend Roger P. Morin, Bishop of the Catholic Diocese of Biloxi, as successor to Most Reverend Thomas J. Rodi, in accordance with the Canon Law of the Roman Catholic Church, and the latter conveyed all property to the former upon his installation on April 27, 2009; and

WHEREAS, His Holiness, Pope Francis, has appointed Most Reverend Louis Kihneman, III, Bishop of the Catholic Diocese of Biloxi, as successor to Most Reverend Roger P. Morin, in accordance with the Canon Law of the Roman Catholic Church, and appointed Most Reverend Roger P. Morin to serve as Apostolic Administrator of the Catholic Diocese of Biloxi in the interim, and Most Reverend Louis Kihneman, III is being installed as Bishop of the Catholic Diocese of Biloxi on April 28, 2017;

NOW, THEREFORE, in order to confirm and record the succession of Most Reverend Louis Kihneman, III, to the solemn spiritual obligation and trust for which he was selected and which he has voluntarily assumed, and to perfect record title thereto in him as a sacred obligation, I, MOST REVEREND ROGER P. MORIN, Apostolic Administrator and formerly Bishop of the Catholic Diocese of Biloxi, Trustee for the spiritual use and benefit of the ever-changing, indefinite and collective members of the individual Catholic Parishes/Congregations, being synonymous with the juridic entities that are the Parishes themselves, and other Church institutions situated in the seventeen Counties named below, in accordance with the Canon Law of the Roman Catholic Church, do hereby set over, assign, transfer, sell, convey and warrant all my right, title and interest in and to the following described property unto MOST REVEREND LOUIS

KIHNEMAN, III, Bishop of the Catholic Diocese of Biloxi, and his successors in office forever, Trustee for the spiritual use and benefit of the ever-changing, indefinite and collective members of the individual Catholic Parishes/Congregations, being synonymous with the juridic entities that are the Parishes themselves, and other Church institutions in the seventeen Counties named below, in accordance with the Code of Canon Law of the Roman Catholic Church, said property being described as follows, to-wit:

> All property, real, personal or mixed, which I hold as trustee for any Parish/ Congregation or Church institution located in the Counties of Wayne, Jones, Covington, Jefferson Davis, Lawrence, Walthall, Marion, Lamar, Forest, Perry, Greene, Stone, George, Pearl River, Hancock, Harrison and Jackson, State of Mississippi.

Should at any time any such Catholic Parish/Congregation or Church institution legitimately pass or be placed into another Catholic Diocese in succession thereto, in accordance with Canon Law, then the Bishop of such new Catholic Diocese and his or their successors in office forever shall, without further action, succeed to said sacred trust. Should at any time another person legitimately succeed according to Canon Law to the active administration of the Catholic Diocese in which said property is located, whether under the title of Bishop of the Diocese, Apostolic Administrator, Administrator or any other title, that person shall likewise succeed to this sacred trust.

It is the intention hereof, consistent with the longstanding law of charitable trusts in Mississippi, as reaffirmed in In re Halls Estate, that for any trust created hereby, none of the beneficial interest is being given to or vested in any individual beneficiaries. This is in accord with the Canon Law of the Roman Catholic Church, which has been binding upon every Catholic Bishop since before the formation of the Catholic Diocese of Biloxi,

and remains so, and to which previous deeds made reference, said Canon Law, including but not limited to procedures for resolution of disputes, being specifically incorporated by reference and made a part hereof as though fully set forth. Instead of individuals having a beneficial interest in any trust created hereby, each individual parcel of property conveyed hereunder is devoted to the religious and charitable purposes of each, separate, respective juridic Parish/Congregation or other Church institution for its individual spiritual and charitable ministry, as a constituent part of the Roman Catholic Church.

WITNESS my signature, as such Trustee, this 28 day of April, 2017.

MOST REVEREND ROGER P. MORIN, Apostolic
Administrator of the Catholic Diocese of Biloxi, Trustee

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MOST REVEREND ROGER P. MORIN, Apostolic Administrator of the Catholic Diocese of Biloxi, Trustee, who acknowledged that he signed and delivered the above and foregoing instrument in writing on the date therein mentioned, as Trustee, he being first fully authorized to do so.

SWORN TO AND SUBSCRIBED before me this 28 day of April, 2017.

Commission Expires:
9-7-2019

NOTARY PUBLIC

STATE OF MISSISSIPPI
KEVIN J. NECAISE
NOTARY PUBLIC
ID No. 4471
My Commission Expires
September 7, 2019
HARRISON COUNTY

GRANTOR'S ADDRESS:
1790 Popps Ferry Road
Biloxi, MS 39532
(228) 702-2111

GRANTEES' ADDRESS:
1790 Popps Ferry Road
Biloxi, MS 39532
(228) 702-2111

DEED PREPARED/TITLE NOT CHECKED BY: Kevin J. Necaise, Esq., P. O. Box 636, Gulfport, MS 39502, (228) 586-0933.

D E E D

WHEREAS, the undersigned Most Reverend Joseph B. Brunini, Bishop of the Catholic Diocese of Jackson (formerly the Catholic Diocese of Natchez-Jackson and the Catholic Diocese of Natchez) or a predecessor in office has obtained title to various property as trustee for the use and benefit of Catholic Congregations located in the hereinafter named counties which deeds provide that in the event said parish is placed in another diocese, the bishop of that diocese shall become trustee thereunder; and,

WHEREAS, His Holiness Pope Paul VI has, pursuant to the canon law of the Roman Catholic Church, created the Diocese of Biloxi of the Catholic Church comprising the counties of Wayne, Jones, Covington, Jefferson Davis, Lawrence, Walthall, Marion, Lamar, Forest, Perry, Greene, Stone, George, Pearl River, Hancock, Harrison and Jackson in the State of Mississippi all of which counties have previously been a part of the Catholic Diocese of Natchez-Jackson; and,

WHEREAS, concurrently with the creation of the Diocese of Biloxi the name of the Diocese of Natchez-Jackson was changed to the Diocese of Jackson; and,

WHEREAS, Most Reverend Joseph L. Howze has been appointed Bishop of Biloxi in accordance with the canon law of the Roman Catholic Church and has been installed as such.

NOW THEREFORE, in order to confirm and record the succession of Most Reverend Joseph L. Howze to said trusts and to perfect record title thereto in him, I, Most Reverend

Joseph B. Brunini, Bishop of the Catholic Diocese of Jackson as trustee for the use and benefit of the members of Catholic Parishes or Congregations situated in the seventeen counties above-named do hereby set over, assign, transfer, sell and convey unto Most Reverend Joseph L. Howze, Bishop of the Catholic Diocese of Biloxi, and his successors in office forever, as trustee for the use and benefit of the members of each such Catholic Parish or Congregation all property, real, personal or mixed, which I hold as trustee for any parish or church institution located in the counties of Wayne, Jones, Covington, Jefferson Davis, Lawrence, Walthall, Marion, Lamar, Forest, Perry, Greene, Stone, George, Pearl River, Hancock, Harrison and Jackson in the State of Mississippi.

Should at any time such Catholic Parish or Congregation pass into or be placed in another catholic diocese or any other catholic diocese in succession thereto, then the Bishop of such new catholic diocese or succession of catholic dioceses thereto and his or their successors in office forever shall without further action in turn succeed to said trust. Should at any time another person succeed to the active administration of the catholic diocese in which said property is then located whether under the title of Bishop of the Diocese, Apostolic Administrator, Administrator or any other title, that person shall succeed to this trust.

WITNESS MY SIGNATURE, as such trustee, this the 6th day of June in the year of our Lord, 1977.

+ Joseph B. Brunini

MOST REVEREND JOSEPH B. BRUNINI,
Bishop of the Catholic Diocese of
Jackson, Trustee as aforesaid.

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me the undersigned authority in and for said jurisdiction the within named MOST REVEREND JOSEPH B. BRUNINI, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as Trustee as set out therein.

Given under my hand and official seal, this the 6th day of June, 1977.

Antoinette L. Thomas
NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 16, 1981

3.80
STATEMENT OF FEES

Filing .05
Recording 135 words @ 1¢ per 100 1.35
Certificate .50
Indexing 15¢ each 1 Separate Subdivision .15
Total Fees 2.05
certified copy

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 9 o'clock and 21 minutes A.M. on the 27th day of June, A. D. 1977 and recorded the 1st day of July, 1977 in Records of Deeds, Book 803 Pages 438-440

O. N. Creel, Chancery Clerk
By Jo Brookhaven, D. C.

D E E D

WHEREAS, the Catholic Diocese of Natchez-Jackson, a Mississippi non-profit corporation formerly named the Catholic Diocese of Natchez, has obtained title to various property used by the Catholic Congregations or institutions located in the hereinafter named counties; and,

WHEREAS, His Holiness Pope Paul VI has, pursuant to the canon law of the Roman Catholic Church, created the Diocese of Biloxi of the Catholic Church comprising the counties of Wayne, Jones, Covington, Jefferson Davis, Lawrence, Walthall, Marion, Lamar, Forest, Perry, Greene, Stone, George, Pearl River, Hancock, Harrison and Jackson in the State of Mississippi all of which counties have previously been a part of the Catholic Diocese of Natchez-Jackson; and,

WHEREAS, concurrently with the creation of the Diocese of Biloxi the name of the Diocese of Natchez-Jackson was changed to the Diocese of Jackson although the name of the corporation has not yet been changed; and,

WHEREAS, Most Reverend Joseph L. Howze has been appointed Bishop of Biloxi in accordance with the canon law of the Roman Catholic Church and has been installed as such; and,

WHEREAS, the Catholic Diocese of Natchez-Jackson, a Mississippi non-profit corporation, is executing concurrently with this deed deeds of individual tracts to Most Reverend Joseph L. Howze, Bishop of Biloxi, and his successors in office forever as trustee for the use and benefit of the

members of the Catholic Congregation or Parish concerned; and,

WHEREAS, it is desirable to assure that all property held in the name of the Catholic Diocese of Natchez-Jackson is conveyed to Most Reverend Joseph L. Howze, Bishop of Biloxi, and his successors in office forever as trustee.

NOW THEREFORE, in order to confirm and record the creation of the Catholic Diocese of Biloxi and to perfect record title to lands located in said Diocese in Most Reverend Joseph L. Howze as trustee, the Catholic Diocese of Natchez-Jackson, a Mississippi non-profit corporation, does hereby set over, assign, transfer, sell and convey unto Most Reverend Joseph L. Howze, Bishop of the Catholic Diocese of Biloxi, and his successors in office forever, as trustee for the use and benefit of the members of each Catholic Parish or Congregation located in the counties named below for which said property is now used, all property, real, personal or mixed, owned or claimed by the Catholic Diocese of Natchez-Jackson, a Mississippi non-profit corporation, located in the counties of Wayne, Jones, Covington, Jefferson Davis, Lawrence, Walthall, Marion, Lamar, Forest, Perry, Greene, Stone, George, Pearl River, Hancock, Harrison and Jackson in the State of Mississippi.

Should at any time such Catholic Parish or Congregation pass into or be placed in another catholic diocese or any other catholic diocese in succession thereto, then the bishop of such new catholic diocese or succession of catholic dioceses thereto and his or their successors in office forever shall without further action in turn succeed to said trust. Should at any time another person succeed to the active administration of the catholic diocese in which said property is then located whether under the title of Bishop

of the Diocese, Apostolic Administrator, Administrator or any other title, that person shall succeed to this trust.

In the event of any conflict between this deed and a deed of specific property by Grantor of even date herewith, the provisions of the specific deed shall prevail.

WITNESS MY SIGNATURE, as such trustee, this the 6th day of June in the year of our Lord, 1977.

CATHOLIC DIOCESE OF NATCHEZ-JACKSON

By: + Joseph B. Brunini
MOST REVEREND JOSEPH B. BRUNINI,
Bishop and Chief Officer

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me the undersigned authority in and for said jurisdiction the within named MOST REVEREND JOSEPH B. BRUNINI, Bishop and Chief Officer of the Catholic Diocese of Natchez-Jackson, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation, he being first duly authorized so to do.

Given under my hand and official seal, this the 6th day of June, 1977.

Antoinette L. Thomas
NOTARY PUBLIC

My Commission Expires:
My Commission Expires March 18, 1981

STATEMENT OF FEES
Filing ..... .05
Recording 1st page 1.80
10¢ per 100
Certificate ..... .50
Indexing 35¢ each
Separate Subdivision
Total Fees 2.35

certified copy

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:
I hereby certify that this instrument was received and filed for record at 9 o'clock and 12 (minutes) A.M. on 27th day of June, A. D. 1977 and recorded July 1, 1977 in Records of Deeds Book 803 Pages 441-443
G. N. Creel, Chancery Clerk
By J. Bordelon, D. C.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1010N-05-086.000	CATHOLIC DIOCESE OF BILOXI (OWNER)	1790 POPPS FERRY ROAD	BILOXI	MS	39532
			W. TAYLOR GUILD (AGENT)	1091 TOMMY MUNRO DR	BILOXI	MS	
			Adjacent Property Owners (2406PC089)				
	25452	1010N-01-090.000	HARVEY TYLIA	2009 COLLINS BLVD	GULFPORT	MS	39507
	25454	1010N-01-088.000	BLETHEN SHANNAN & MICHELLE	493 OAK LANE	GULFPORT	MS	39507
	25453	1010N-01-089.000	OSWALT ROBERT A & MARTHA E	2007 COLLINS BLVD	GULFPORT	MS	39507
	25466	1010N-05-088.000	WHITE ROSEMARY L -EST-	2011 ST JAMES BLVD	GULFPORT	MS	39507
	117266	1010N-01-087.001	UNITED COASTAL PROPERTIES INC	2020 BAYOU LAPORTE BLVD	BILOXI	MS	39531
	25462	1010N-01-083.000	MCNALLY MICHAEL D	2010 ST JAMES BLVD	GULFPORT	MS	39507
N	25468	1010N-05-086.000	CATHOLIC DIOCESE OF BILOXI	1790 POPPS FERRY ROAD	BILOXI	MS	39532
	25469	1010N-05-085.000	350 COWAN LLC	14397 CRESOTE RD	GULFPORT	MS	39503
	25460	1010N-01-085.000	PHILLIPS DIANA	2006 ST JAMES BLVD	GULFPORT	MS	39501
N	21216	1010N-05-083.000	CATHOLIC DIOCESE OF BILOXI	1790 POPPS FERRY ROAD	BILOXI	MS	39532
	25459	1010N-01-086.000	SPEAR KATHRYN D & CHRISTOPHER	P O BOX 6251	GULFPORT	MS	39506
	25448	1010N-01-094.000	WAITE BAILEY	2017 COLLINS BLVD	GULFPORT	MS	39507
	25465	1010N-05-089.000	PARKER TRACIE ANN	2013 ST JAMES BLVD	GULFPORT	MS	39507
	25463	1010N-01-082.000	SMITH RUSSELL JR & JESSICA	6909 CROCKETT CT	HUGHESVILLE	MD	20637
	25451	1010N-01-091.000	HILLARD CHRISTOPHER A	2011 COLLINS BLVD	GULFPORT	MS	39507
	25449	1010N-01-093.000	TOOTHMAN JOHN W	4295 POPPS FERRY RD	D'IBERVILLE	MS	39540
	25450	1010N-01-092.000	SOMMERS CHARNELL A & ALISSIA MARIE	2013 COLLINS BLVD	GULFPORT	MS	39507
	25467	1010N-05-087.000	ST JAMES CATHOLIC CHURCH	366 COWAN RD	GULFPORT	MS	39507
	25461	1010N-01-084.000	HICKS PATRICIA A	2008 ST JAMES BLVD	GULFPORT	MS	39507
N	84385	1010N-05-084.000	350 COWAN LLC	14397 CRESOTE RD	GULFPORT	MS	39503
N	84077	1010N-01-087.000	UNITED COASTAL PROPERTIES INC	2020 BAYOU LAPORTE BLVD	BILOXI	MS	39531
	25464	1010N-01-081.000	LAFLEUR SABRINA G & KRIS K	2014 ST JAMES BLVD	GULFPORT	MS	39507

2406PC089

Zoning Map Amendment

Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Railroad
- Buildings
- Water Features

0 30 60 90

Yards

1 inch = 200 feet

N W E S

DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

RE: Zoning Map Amendment 2406PC089, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, June 27, 2024**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, June 27, 2024.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
33468	560643	Print Legal Ad-IPL01769120 - IPL0176912		$91.45	2	61 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 27, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15 th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24 th Avenue.

Planning Commission Approval 2405PC062, by agent Isis Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2406PC076, by owner Deborah Wright, seeking approval for a mobile home use, Tax Parcel 0810E-04-098.000, 4214 Michigan Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2406PC084, by agent Nav Thind, seeking approval for a gas station use with a convenience store, Tax Parcels 0711O-01 029.000, 0711O-01-030.000, 510 Broad Ave, 4220 W Beach Blvd, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Planning Commission Approval 2406PC086, by agent Lisa Ramos, seekin approval for an administrative office use for a bike rental business as a home occupation, Tax Parcel 0910G-01-018.001, 11 Bayou View Drive, Zoned R-1-7.5 (Single-family), Ward 4

Planning Commission Approval 2406PC091, by agent Vinson Keyhea, seeking approval for automobile sales of less than 50 vehicles, Tax Parcel 0910N-06- 009.000, 407 32 1/2 Street, Zoned B-2 (General Business), Ward 4

General Plan 2407PC092, by agent Robert Riemann, seeking approval for a 25-lot townhouse development with 3 outparcels, Tax Parcel 0809B-03-017.000, Zoned R-3 (Single-family), Ward 7

Zoning Map Amendment 2406PC080, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone & "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Map Amendment 2406PC032, by owner Huyen Nguyen, requesting to rezone to T4L (General Urban Zone "Limited"), Tax Parcel 0811F-05-037.000, 1907 24th Ave, Zoned T5 (Urban Center Zone), Ward 3

Zoning Map Amendment 2406PC089, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback.

This the 5th day of June 2024

Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0176912
Jun 12 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Mary Castro, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
06/12/24

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Mary Castro

Sworn to and subscribed before me this 12th day of June in the year of 2024

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

EXHIBIT
tabbies
B
24-016PC089

FOREST DR
T3
T4+
425
505
T4L
500
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145
1450 A
T3
T4+
T4+
401
T4+
383
T3
T4L
T4+
358
R-2
357
B-2
T3
T3
351
333A
T4L
313
T4+
311
T4L
T4+
603
T5
310
B-1
2005
2004
306
R-1-7.5
T3
T3
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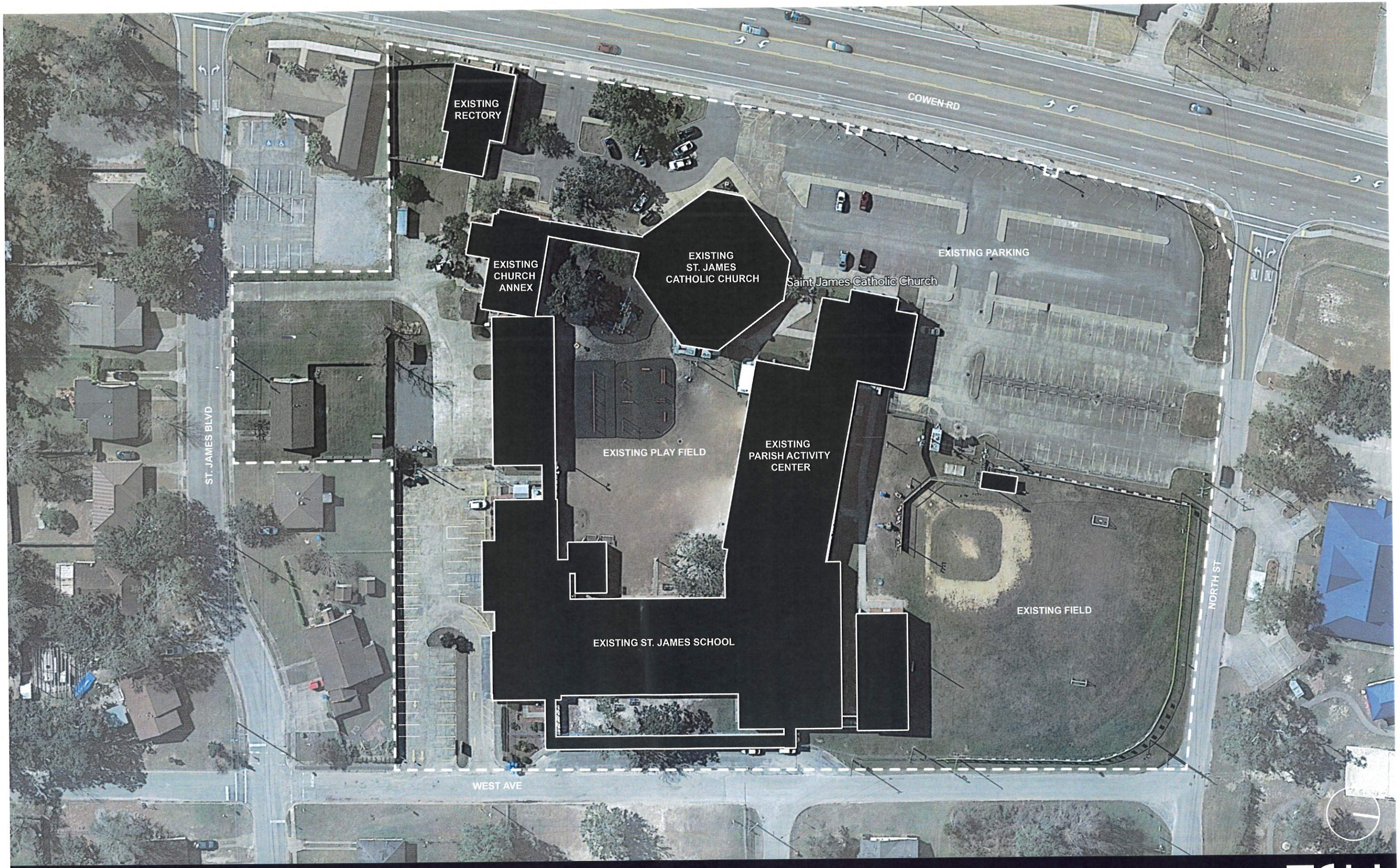
ST JAMES BLVD
COLLINS BLVD
COWAN RD
WEST AVE
GAY AVE
WEAVER AVE



EARLY CHILDHOOD EDUCATION CENTER

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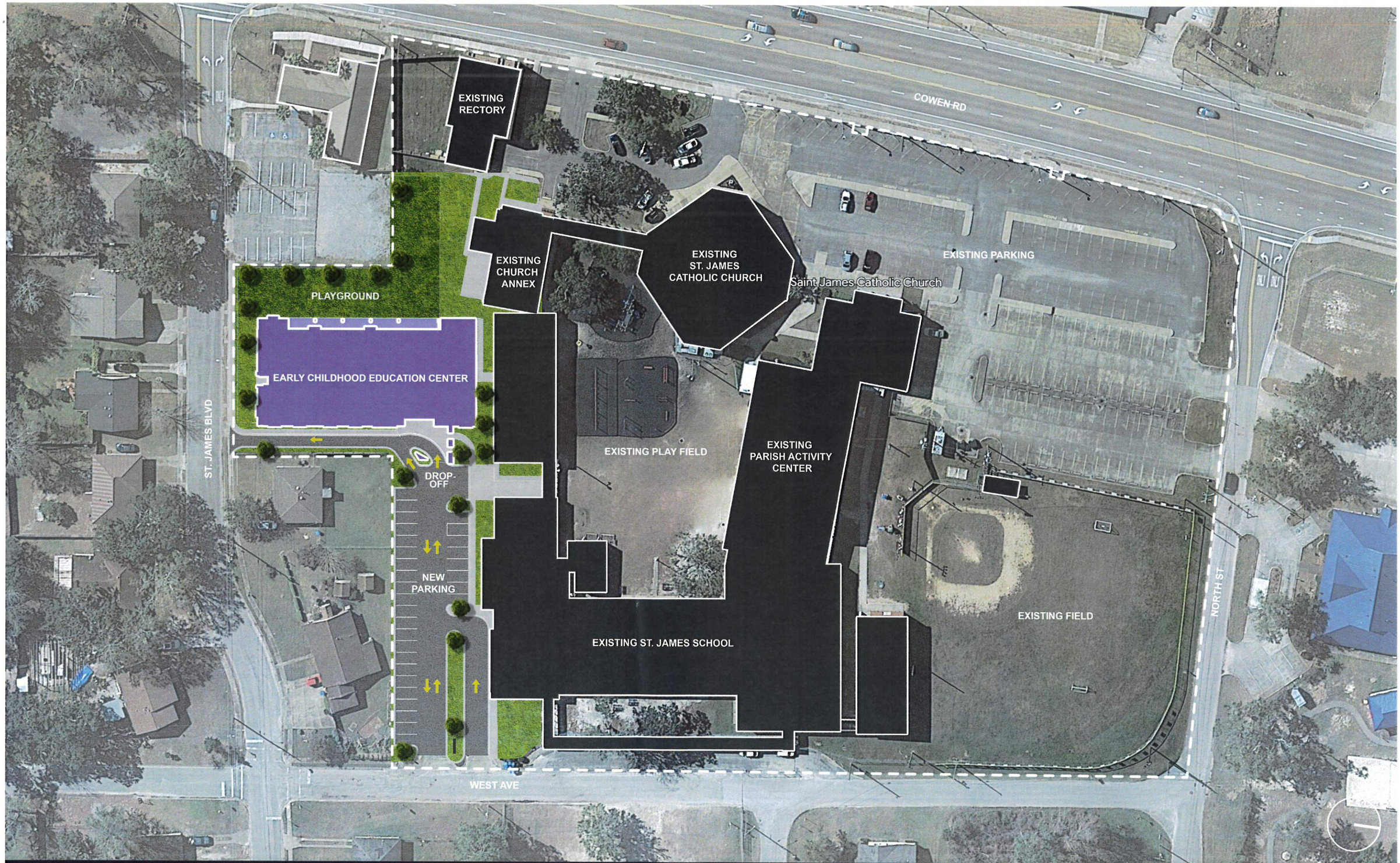

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EARLY CHILDHOOD EDUCATION CENTER

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MINUTES

GULFPORT CITY PLANNING COMMISSION

Thursday, March 28, 2024, 4:30 P.M.

City Hall Council Chambers

A. **Prayer**: The Planning Commission led a prayer.

B. **Pledge of Allegiance**: The Pledge of Allegiance was recited.

C. **Call to Order**: The meeting of the Planning Commission was called to order at **4:29 PM .**

D. **Determination of a Quorum**: A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:
KEITH WILLIAMS
WM. PRINCE JONES
CHARLIE HEWES
VIRGINIA ADOLPH
HAROLD SPANN
DOUG HANCOCK BJ SELLERS
TIM DAIGLE JR

BOARD MEMBERS ABSENT:
BRYAN JACOBS
CHRIS ROMANO
BILL WILLIAMS

STAFF MEMBERS PRESENT:
SU-LIN FEATHERSTON
RHONDA GADDIS
LESLIE ERVIN

COURT REPORTER:
NORMA SOROE

E. **Confirmation of Agenda:**

F. **Adoption of Minutes:**

Motion by **Mr. Daigle** and seconded by **Mr. Jones** to approve Minutes of the **February 22, 2024,** Planning Commission meeting was carried unanimously.

G. **Hearing of Cases:**

G1. The PUBLIC DECLARATION OF APPEAL PROCESS was read by the Chairperson: Any person or any officer, department or agency of the City aggrieved by any decision of the Planning Commission may within fifteen (15) days thereafter appeal there from to the mayor and City Council by filing with the Planning Commission a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the Planning Commission shall cause a transcript of the proceedings in the case to be certified to the mayor and City Council, and the matter will be heard on said transcripts. The filing fee for an appeal is based on the actual cost of the required official transcript and any related miscellaneous charges. Any appeal shall be in writing and submitted to the Department of Urban Development–Planning Division stating what decision is being appealed and detailing how you are aggrieved.

G2. The Chairperson asked for anyone speaking at the meeting to complete a Speaker's Card.

G3. Routine Agenda

H1. Planning Commission Decisions

1. **Planning Commission Approval 2402PC011:**

Planning Commission Approval 2402PC011, by agent M2 Enterprises, Inc., seeking approval for auto sales of less than fifty vehicles, Tax Parcel 0910M-03-058.000, 941 Pass Rd, Zoned B-2 (General Business), Ward 3

Speaking for the Petition: John Daniel, Matthew Svendsen

Speaking against the Petition: None

Motion: Mr. Jones motion to approve request – with conditions

Second: Mr. Hewes to approve request - with conditions

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Absent
HAROLD SPANN	– Yea
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

2. **Planning Commission Approval 2403PC029:**

Planning Commission Approval 2403PC029, by owner JKA Properties LLC, seeking approval for church use, Tax Parcels 0910I-02-008.001, 0910I-02-008.000, 729 E Pass Rd., Zoned T5 (Urban Center), Ward 2

Speaking for the Petition: Jose Santamaria

Speaking against the Petition: Wiley Wilford Gieger

Motion: Mr. Spann motion to approve request – with conditions

Second: Mrs. Adolph to approve request - with conditions

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Absent
HAROLD SPANN	– Yea
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

3. **Special Exception 2403SC031: (Withdrawn by Applicant)**

Special Exception 2403SC031, by agent Tyler Hickman, seeking approval for daiquiri shop, Tax Parcels 0908N-04-004.000, 0908N-04-004.001, 13211 Dedeaux Road, Zoned B-1 (Neighborhood business), Ward 5

Speaking for the Petition: Mike Pritchard

Speaking against the Petition:

Motion:

Second:

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	–
CHARLIE HEWES	–
BJ SELLERS	–
WM. PRINCE JONES	–
DOUG HANCOCK	–
BRYAN JACOBS	–
TIM DAIGLE JR	–
CHRIS ROMANO	–
HAROLD SPANN	–
BILL WILLIAMS	–

Action:

4. **Planning Commission Approval 2403PC039:**

Planning Commission Approval 2403PC039, by agents Charles Gant and Warren Dedeaux, seeking approval for a townhouse development, Tax Parcels 0908M-01-009.00, 0908M-01-009.001, 0908M-01-014.000, Zoned B-1 (Neighborhood-business), Ward 5

Speaking for the Petition: Daniel Boudreaux

Speaking against the Petition: None

Motion: Mr. Hancock motion to approve request – with conditions

Second: Mr. Jones to approve request - with conditions

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Absent
HAROLD SPANN	– Yea
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

5. **Planning Commission Approval 2403PC040:**

Planning Commission Approval 2403PC040, by agent Vinson Keyhea, seeking approval for car sales of less than 50 vehicles, Tax Parcel 0910N-06-020.000, Zoned B-2 (General-Business) Ward 4

Speaking for the Petition: Vinson Keyhea

Speaking against the Petition: None

Motion: Mr. Hewes motion to approve request – with conditions

Second: Mr. Jones to approve request - with conditions

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Absent
HAROLD SPANN	– Yea
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

6. **General Plan 2402PC014:**

General Plan 2402PC014, by agent Kenneth Jones, seeking approval for an 84-lot subdivision with five outparcels (Swan Landing Estates), Tax Parcel 0807G-01-001.000, South Swan Road, Zoned R-1-15 (Single-family), Ward 7

Speaking for the Petition: Kenneth Jones

Speaking against the Petition: Ann Stewart, Ricky Dombrowski, Jerry Goforth, Linda Goforth, Lamar Gray, Sheila White, Pamela Mixon, Joe Moffett, Greg White

Motion: Mr. Sellers motion to approve request – with conditions

Second: Mr. Hewes to approve request - with conditions

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Nay
CHRIS ROMANO	– Absent
HAROLD SPANN	– Absent
BILL WILLIAMS	– Absent

Action: Motion carried 5-1

H2. Planning Commission Recomendation

7. **Zoning Map Amendment 2403PC020:**

Zoning Map Amendment 2403PC020, by owner David Cospelich, Request rezone to B-1 (Neighborhood Business), Tax Parcels 0907H-02-001.001, 0907H-02-002.000, 1007E-01-002.000, 1007E-01-003.000, Zoned R-1-10 (Single Family Residence), River Road, Ward 6

Speaking for the Petition: David Cospelich, Ricky Dombrowski

Speaking against the Petition: None

Motion: Mr. Hancock motion to approve request – with conditions

Second: Mr. Jones to approve request - with conditions

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Absent
HAROLD SPANN	– Absent
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

8. **Zoning Map Amendment 2403PC024:**

Zoning Map Amendment 2403PC024, by owner Rock Solid Property, Requests to rezone to T5 (Urban Center Zone), Tax Parcel 1010N-01-087.001, Zoned T4+ (General Urban Zone "Plus"), Cowan Road, Ward 2

Speaking for the Petition: Donna Tindall

Speaking against the Petition: None

Motion: Mrs. Adolph motion to approve request – with conditions

Second: Mr. Daigle to approve request - with conditions

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Absent
HAROLD SPANN	– Absent
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

9. **Zoning Map Amendment 2403PC025:**

Zoning Map Amendment 2403PC025, by agent Allison Vencil, requesting to rezone the entire parcel to T4+ (General Urban Zone "Plus"), Tax Parcel 0911B-02-009.002, 210 Texas Ave, Zoned T4+ (General Urban Zone "Plus") and T5 (Urban Center Zone), Ward 2

Speaking for the Petition: Allison Vencil

Speaking against the Petition: None

Motion: Mr. Sellers motion to approve request – with conditions

Second: Mr. Hancock to approve request - with conditions

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Absent
HAROLD SPANN	– Absent
BILL WILLIAMS	– Absent

Action: Motion carried unanimously

K. Other Business

K1. Other Business

Discussion regarding changes to the sign ordinance.

Speaking for the Petition: Margaret Murdock

Speaking against the Petition: None

Motion: Mr. Hewes motion to approve request

Second: Mr. Hancock to approve request

KEITH WILLIAMS	**– Chairman**
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Absent
HAROLD SPANN	– Absent
BILL WILLIAMS	– Absent

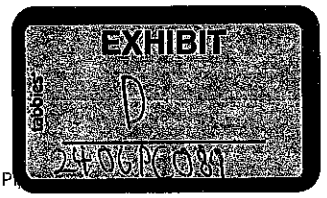
Action: Motion carried unanimously

I. Adjournment

There being no further business, a Motion was made by **Mr. Sellers** to adjourn, seconded by **Mrs. Adolph** and carried unanimously. The meeting adjourned at **7:02 PM .**

_____ Date: _____

William Prince Jones, Secretary



APPENDIX A - ZONING

ORDINANCE NO. 1501

AN ORDINANCE ESTABLISHING COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF GULFPORT, MISSISSIPPI, ADMINISTRATION, ENFORCEMENT AND AMENDMENT THEREOF, IN ACCORDANCE WITH THE PROVISIONS OF TITLE 17, CHAPTER 1, OF THE MISSISSIPPI CODE OF 1972, ANNOTATED.

WHEREAS, Title 17, Chapter 1, Sections 1—27, inclusive, of the Mississippi Code of 1972, annotated, empowers the City to enact a Zoning Ordinance and to provide for its administration, enforcement and amendment, and

WHEREAS, the Mayor and Board of Commissioners deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact such an ordinance, and

WHEREAS, the Mayor and Board of Commissioners, pursuant to the provisions of Title 17, Chapter 1, Sections 1—27 inclusive, of the Mississippi Code of 1972, annotated, has requested by City Planning Commission of the City of Gulfport to recommend the boundaries of the various original districts and appropriate regulations to be enforced therein, and

WHEREAS, the Planning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with the comprehensive plan (Master Plan) heretofore made and adopted by the Mayor and Board of Commissioners and the City Planning Commission, such regulations being designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements, and

WHEREAS, the Planning Commission has given consideration to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of building and encouraging the most appropriate use of land throughout the City, and

WHEREAS, the Planning Commission has recommended the adoption of the Comprehensive Zoning Regulations for the City of Gulfport, Mississippi, and

WHEREAS, the Mayor and Board of Commissioners has given due public notice of hearing relating to zoning districts, regulations, and restrictions, and has held such public hearing, and

WHEREAS, the Mayor and Board of Commissioners has given due consideration to the recommendation of the Planning Commission and to the comments, evidence and proceeding adduced and occurring at the public hearing, and has studied and considered the provisions of this ordinance, and

WHEREAS, the Mayor and Board of Commissioners do now find, determine and adjudicate that it is in the public interest, and necessary in promotion of the health, safety, morals and general welfare of the City of Gulfport, that the ordinance as herein set forth be enacted, and

WHEREAS, the Mayor and Board of Commissioners do further find, determine and adjudicate that in each instance in which any area of land is by this ordinance placed in a different classification or subjected to different regulations than was the case under any previous or existing regulation or ordinance of the City, a material change of circumstances has occurred or exists which requires such different classification or regulation, and that such different classification or regulation is in the public interest and required for the promotion of the general welfare, and

WHEREAS, all requirements of Title 17, Chapter 1, Sections 1—27 inclusive, of the Mississippi Code of 1972, annotated, with regard to the preparation of the report of the Planning Commission and subsequent action of the Mayor and Board of Commissioners have been met;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF GULFPORT, MISSISSIPPI:

Footnotes:

--- (1) ---

Editor's note— *App. A, zoning regulations, is derived from Ord. No. 1501, adopted and effective on June 29, 1979. The absence of a history note following a particular section indicates that the section is derived unchanged from Ord. No. 1501; the inclusion of a history note following a particular section indicates an amendment of that section. Provisions in brackets [ ] have been added by the editor. Because the zoning regulations are included herein as adopted, the term "board of commissioners" has not been changed.*

Cross reference— *Buildings, Ch. 3; licenses and business regulations, Ch. 5; planning and development, Ch. 9; flood control, App. B; department of community development and technical services, § 1-97; effect of building code on zoning requirements, § 3-28; permit for temporary structures, § 3-29; trailer camps, § 5-86 et seq.; animals, § 7-56 et seq.; inspection of signs, unlawful signs, appeals, § 9-88; zoning map incorporated in flood control ordinance, App. B, Art. III, § 2; SmartCode, App. D.*

State Law reference— *Zoning, Miss. Code Ann. 1972, § 17-1-1 et seq.*

Sec. I. - Definitions.

(A) *General rules:* The following general rules shall govern the interpretation of words and phrases used in this ordinance:

The word "person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.

The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.

The word "shall" is mandatory; the word "may" is permissive.

The words "used or occupied" include the words "intended, designed, or arranged to be used or occupied."

(B) *Words and phrases:* Words and phrases used in this ordinance are defined as follows:

Abandoned vehicle or junked vehicle: Any vehicle which is without a current license tag and/or which is wrecked, dismantled, partially dismantled, or inoperative. Storage shall mean being on or occupying the premises for thirty (30) days or more.

Abandoned personal property or junk: Any scrap, waste, reclaimable material or debris, whether or not stored or used in conjunction with dismantling, processing, salvage, storage, baling, disposal or other use or disposition.

Accessory building or use: Any building which is secondary or coincidental to the main building or use on the lot. Accessory buildings may include structures such as greenhouses, storage sheds, pool houses, gazebos, private garages, carports, and similar type structures but shall not include a secondary living building or use. Where the accessory building is attached to a main building or use, it shall be subject to and must conform to all regulations of the City of Gulfport's Ordinance applicable to the main building. With respect to a boathouse, pier, dock, or similar structure, the same is considered an accessory building or use only if it is located in whole or part on or over water or bottomlands owned by the same owner of the primary or main lot or on property on which the owner has a perpetual easement for use and ingress/egress that permits the same.

Accessory use: A use customarily incidental to the principal use of a building site or to a building and located upon the same building site with the principal use.

Adjacent property: A property which adjoins the subject property in any way to the north, south, east and west. In the case that a street, right-of-way or alley adjoins the property in question, the adjacent property is one which, by extending the property lines across the street, right-of-way or alley would adjoin the subject property in any way.

Airport environs definitions: See the Airport Environs and Airspace Overlay District.

All weather surface: A surface of asphalt, concrete, gravel or shell of sufficient depth and compaction to provide a hard driving surface which is impervious to water and prevents erosion, dust and potholes.

Alley: Any public space or thoroughfare twenty (20) feet or less in width which has been dedicated or deeded for public use.

Alteration: Any structural change in the supporting or load-bearing members of a building such as bearing walls, columns, beams, or girders.

Animal unit: One animal unit shall mean either one horse, one cow, one mule, two (2) goats, two (2) sheep, two (2) hogs or two (2) miniature horses.

Antenna: Any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or reception of electromagnetic waves external to or attached to the exterior of any building.

Bed and breakfast inn class A: An owner-occupied dwelling which is the primary residence of the owner and where a portion of the dwelling is available for short-term lodging, up to a maximum of five (5) bedrooms, and only lodgers are served meals.

Bed and breakfast inn class B: An owner-occupied dwelling which is the primary residence of the owner and where a portion of the dwelling is available for short-term lodging, up to a maximum of five (5) bedrooms, and where receptions or other social gatherings may be held. Meals may only be served to lodgers or guests of receptions and other social gatherings.

Block: The aggregate of private lots, passages, rear lanes and alleys, circumscribed by thoroughfares or by thoroughfares and impassable natural features such as waterways.

Block face: The aggregate of all the building facades on one (1) side of a block. The block face provides the context for establishing architectural harmony.

Boardinghouse: A building where, for compensation and by prearrangement, five (5) or more persons other than occasional or transient customers are provided with meals.

Brownfield: An area previously used primarily as an industrial site.

Building: Any covered structure intended for the shelter, housing or enclosure of persons, animals or chattels.

Building configuration: The form of a building, based on its massing, private frontage, and height.

Building height: The vertical distance in all zones shall be measured from the finish (final) grade to the highest finished roof surface in the case of flat (or nearly flat) roofs, or to a point at the average height of roofs having a pitch of more than one (1) foot in four and one-half (4½) feet. For an accessory building, the height will be measured from the finished grade to the highest point of the building.

The building or structure being developed in the "advisor base flood elevation" (ABFE) will start the measurement of the vertical distance at the ABFE to the highest finished roof surface in case of flat or nearly flat roofs, or to a point at the average height of roofs having a pitch of more than one (1) foot in four and one-half (4½) feet.

Building site: The land occupied or to be occupied by a building and its accessory buildings and including such open spaces, yards, minimum area, off-street parking facilities and off-street truck loading facilities as are required by this ordinance; every building site shall abut upon a dedicated street for at least thirty-five (35) feet.

Cannabis cultivation facilities: means a business entity licensed and registered by the Mississippi Department of Health that acquires, grows, cultivates and harvests medical cannabis in an indoor, enclosed, locked and secure area. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Cannabis disposal entity: means a business licensed and registered by the Mississippi Department of Health that is involved in the commercial disposal or destruction of medical cannabis. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Cannabis processing facility: means a business entity that is licensed and registered by the Mississippi Department of Health that:

(a) Acquires or intends to acquire cannabis from a cannabis cultivation facility;

(b) Possesses cannabis with the intent to manufacture a cannabis product;

(c) Manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and

(d) Sells or intends to sell a cannabis product to a medical cannabis dispensary, cannabis testing facility or cannabis research facility.

See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Cannabis research facility: means a research facility at any university or college in this state or an independent entity licensed and registered by the Mississippi Department of Health pursuant to this chapter that acquires cannabis from cannabis cultivation facilities and cannabis processing facilities in order to research cannabis, develop best practices for specific medical conditions, develop medicines and provide commercial access for medical use. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Cannabis testing facility: means an independent entity licensed and registered by the Mississippi Department of Health that analyzes the safety and potency of cannabis. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Cannabis transportation entity: means an independent entity licensed and registered by the Mississippi Department of Health that is involved in the commercial transportation of medical cannabis. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Casino: A room or rooms in which legal gaming is conducted.

Church: A building, structure, or property, together with any accessory building, structures, and/or uses, where persons assemble for religious worship, and which building, structure, or property, together with any accessory buildings and uses, is maintained and controlled or owned by a religious body organized to sustain public worship.

Clinic, dental or medical: A building in which a group of physicians, dentists, and allied professional assistants are associated for the purpose of carrying on their profession; the clinic may include a dental or medical laboratory but it shall not include in-patient care or operating rooms for major surgery.

Community: A complex entity including the people, traditions, history, and land associated with a small area with a distinct identity, generally including several neighborhoods and pedestrian sheds, bound by the common physiognomy of the landscape and by physical proximity at the pedestrian scale.

Community plan: An existing-community plan: Details the layout of the transect zone districts over the community.

Completely enclosed structure: A building enclosed by a permanent roof and by solid exterior walls pierced only by windows and customary entrance and exit doors.

Context: Surroundings made up of the particular combination of elements that create specific habitat.

Customer service area: The total gross floor area of any business establishment comprising the customer waiting, receiving, service, and/or dining areas and other areas, incidental or otherwise, in which the general public and/or patronage have unrestricted access, including, but not limited to, dance floors, restrooms, decks, patios, and porches.

Drive-in restaurant: Any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments, or beverages on the premises.

Driveway: A vehicular lane within a lot, usually leading to a garage or parking area.

Dwelling, multiple-family/condominium: A residential building designed for or occupied by more than two (2) families, with the number of families in residence not exceeding the number of dwelling units provided, with the exception of condominiums development on sites greater than twenty (20) acres, in which there can be a collections of individual units and common areas, where the maintenance and other services are provided by a homeowner's association.

Dwelling, one-family: A detached residential dwelling unit, designed for and occupied by one family only.

Dwelling, town home: A row of homes in a series of three (3) or more units not to exceed a maximum length of two hundred twenty-five (225) feet and which are structurally connected together to each other without side yards between individual dwellings (town house) designed for single-family occupancy. Each town house shall be located on individual lots of record. The ends of each row of town homes shall have side yards.

Dwelling, two-family: A residential building designed for and occupied by two (2) families.

Dwelling unit: One room, or rooms connected together, providing complete, independent living facilities for one or more persons including permanent provisions for living, eating, sleeping, cooking and sanitation.

Dwelling, zero lot line: A structure designed for single-family use which is sited on one or more lot lines.

Façade: The exterior wall of a building that is set along a frontage line.

Family: One or more persons occupying a single dwelling unit, provided that unless all members are related by blood or marriage, no such family shall contain over five (5) persons, but further provided that domestic servants employed on the premises may be housed on the premises without being counted as a family or families.

Fences, walls, and hedges: Accessory uses designed to provide top-open enclosures, barriers, boundaries, screening, or ornamental features, to include retaining walls.

Frontage line: Those lot lines that coincide with a public frontage.

Game: Any banking or percentage game played with cards, dice or any mechanical device or machine for money, property or any representative value, and located exclusively within a casino.

Gaming: The dealing, operating, carrying on, conducting maintaining or exposing for pay of any game.

Gaming device or equipment: Any mechanical contrivance or machine used in connection with gaming or any game.

Gaming establishment: Any premises wherein or whereon gaming is done.

Green: An open space, available for unstructured recreation.

Greenfield: A project planned for an undeveloped area outside the existing urban fabric. See Infill.

Greyfield: An area previously used primarily as a parking lot. Shopping centers and shopping malls are typical greyfield sites.

Gross floor area: The sum of the gross horizontal areas of the several floors of a building, including interior balconies and mezzanines; all horizontal dimensions shall be measured between the exterior faces of walls, including the walls of roofed porches having more than one wall. The gross floor area of a building shall include the floor area of accessory building on the same building site, measured the same way.

Ground cover: Ground cover means low growing plants which grow in a spreading fashion to form a more or less solid mat of vegetation. They are generally included in most landscaped areas to provide permeable cover for bare earth and therefore prevent soil erosion. The individual plants shall be spaced close enough to one another so that they will have grown into a complete ground cover of the planted area in a maximum of two (2) growing seasons after installation.

Gulfport-Biloxi International Airport Authority height approval: Unless approved by the airport authority, in writing to the City of Gulfport Planning Division or Building Code Services Division, no land use, equipment, or natural feature will be allowed in the City of Gulfport which is forty (40) feet from finish (final) grade. The responsible party to give cause to meet or encroach into the forty-foot "air right" shall be required to contact the airport authority in writing, with a copy to the planning staff, formally addressing the matter. If required by the airport authority, the Federal Aviation Agency (FAA) may also need to review and comment. In the case of equipment, such as cranes, the time and location shall also being coordinated with the airport authority so they may issue appropriate warning to aircrafts.

Hobby: An accessory use carried on by the occupant of the premises in a shop, studio or other work room, purely for personal enjoyment, amusement or recreation; provided, that the articles produced or constructed in said shop, studio or work room are not sold either on or off the premises, and provided each use will not be obnoxious or offensive by reason of vibration, noise, odor, dust, or fumes.

Home occupation: An occupation for gain of support conducted in a dwelling unit only by members of a family residing in the dwelling unit and not including the employment of any additional persons, provided that the occupation is incidental to the residential use of the dwelling unit and is subject to the following provisions:

a) Does not utilize more than twenty-five (25) percent of the building site coverage, and that no traffic shall be generated by such home occupation in greater volume than would be normally expected in a residential neighborhood, and that any need for parking generated by the conduct of such home occupation shall be met off the street.

b) There shall be no visible evidence of the conduct of a home occupation other than one (1) sign not exceeding two (2) square feet in area which shall be permitted. Such sign shall be mounted flat against the building and shall display only the name of the permitted home occupation.

c) The administrative portion of the business can be performed in the confines of the dwelling unit, and planning commission approval is required for services that are performed at the client's place of residence, business or work site, with the exception of services that are normally performed in or around the household by the occupant, such as maid service, yard care, gardening, and fix-it-man or similar type activities. Visits of customers, clients, students or patients to the home business requires planning commission approval, and shall be by appointment only, and shall be provided on a one-on-one basis,

d) Escort dating services and other similar businesses, and any contractors operating under local or state license are strictly prohibited. It shall be prohibited to operate any home occupation that is in conflict with the regulations that govern similar types of uses that are allowed to operate in other zoning districts.

e) Planning commission approval will be required for products to be constructed or produced on the premises or at the client's work site. The process of constructing or producing items on the premise must be of an intensity as not to provide any additional light, sound or nuisance to the surrounding area, and no evidence of such activities shall be visible.

f) No products will be sold on the premises or at the client's work site, except for sales of the products from a national franchise entity, which may be by delivery only, or by very infrequent customer visits. Verification of a national franchise entity must be submitted to the Urban Development Planning Division for review. Examples of this type of home occupation include Amway, Avon, Mary Kay makeup, Tupperware and similar products.

g) No bulk storage or outside storage will be allowed. If the home occupation requires equipment, supplies or a work vehicle, a site plan of the residence's property must be provided. The site plan will detail the property dimensions, abutting streets, all buildings, driveways, and proposed parking of all vehicles. The site plan will address where vehicles, equipment and supplies will be stored. The business is limited to one (1) work vehicle (no greater in capacity of size and weight than a one-ton vehicle) and one (1) trailer (no longer than twenty-four (24) feet). A work trailer may not be parked in the required front or side yard setback. Storage of equipment or supplies must be kept within the confines of the work vehicle, trailer or the dwelling unit. No repairs of equipment or vehicles for the business will be conducted on the property.

Applicant must apply for a certificate of zoning compliance along with providing a written description of the proposed home occupation, which is subject to all rules and regulations that may apply. At any time a violation of the conditions of approval or any other regulations is found, the certificate of zoning compliance is subject to be revoked. If the certificate of zoning compliance is revoked, it shall be unlawful for the home occupation to operate until such time as all violations are resolved, and the use is compliant with all codes and regulations.

Hospital: An institution providing health services, primarily for inpatients, and medical and surgical care of the sick or injured, including as an integral part to the institution, such related facilities as laboratories, outpatient department, training facilities, central service facilities, and staff offices.

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel" and "tourist court."

Hotel; full service: A hotel as defined herein which offers full services to its guests and to the general public. The hotel contains a restaurant(s) and/or lounge area(s), meeting rooms and/or convention facilities. The hotel may also include retail shops and service centers such as barber and beauty shops, exercise and fitness centers.

Hotel; limited service: A hotel as defined herein which offers limited guest facilities. There are no meeting or convention facilities available to guests. There is no restaurant or lounge area available to the general public although limited meals and beverages may be available for hotel guests only.

Infill: A project within existing urban fabric.

Junkyard or *salvage yard:* A facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging scrap or discarded material or equipment. Scrap or discarded material includes, but is not limited to, metal, paper, rags, tires, glass, motor vehicle parts, machinery, structural steel, equipment and appliance. The term includes facilities for separating trash and debris from recoverable resources, such as paper products, glass, metal cans, and other products, which can be returned to a condition in which they may again be used for production.

Junkyard for auto wrecking: A place where any motor vehicle, trailer, or semi-trailer that is inoperable and which, by virtue of its condition, cannot be economically restored to operable condition.

Junkyard, open storage: An open area where waste, used or second-hand materials are bought, sold, exchanged, stored, or salvaged.

Landscaped area: An area within the boundaries of a given lot which is devoted to and consists of plant material including but not limited to trees, shrubs, ground covers, grass, flowers, and native plant materials, and also including but not limited to inorganic features such as planters, stone, brick and aggregate forms, water, excluding retention/detention ponds, and other landscape elements; provided, however, that the use of such inorganic materials shall not predominate over the use of organic plant material. Artificial plants are not considered landscape material.

Liquor store/package store: One "holding a valid 'package retailer's permit' as authorized by and described in state law (e.g., Miss. Code Ann. § 67-1-51, as amended)

Lot of record: A lot which is part of a subdivision the plat of which has been recorded in the records of the chancery clerk of Harrison County, or a lot described by metes and bounds, the description of which has been so recorded.

Lot width: The length of the principal frontage line of a lot.

Manufactured home/mobile home: Manufactured home means a structure, transportable in one (1) or more sections, which in the traveling mode is eight (8) body feet (2,438 body mm) or more in width or forty (40) body feet (12,192 body mm) or more in length, or, when erected on site, is three hundred twenty (320) or more square feet (30m ^{2}), and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary (HUD) and complies with the standards established under this title. For mobile homes built prior to June 15, 1976, a label certifying compliance to the standard for mobile homes NFIPA 501, in effect at the time of manufacture is required. For the purposes of these provisions, a mobile home shall be considered a manufactured home. Further, any structure plated or certified as a manufactured home/mobile home, no matter what other plate or certification it holds or building code it meets, shall, for the purposes of this ordinance, be considered to be a manufactured home/mobile home and no other type structure.

Medical cannabis dispensary: means an entity licensed and registered with the Mississippi Department of Revenue that acquires, possesses, stores, transfers, sells, supplies or dispenses medical cannabis, equipment used for medical cannabis, or related supplies and educational materials to cardholders. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Medical cannabis establishment: means a cannabis cultivation facility, cannabis processing facility, cannabis testing facility, medical cannabis dispensary, cannabis transportation entity, cannabis disposal entity or cannabis research facility licensed and registered by the appropriate agency. The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church or child care facility and by applying for a waiver with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or child care facility. No medical cannabis dispensary may be located within a one-thousand-five-hundred-feet (1,500) radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary. The symbol plus-minus (" ± ") used in the chart of permitted uses indicates the removal of all transect zones (T1, T2, T3, T4L, T+, T5, T6) from any use constituting a medical cannabis establishment.

Mobile food vendor: One who is engaged in the sale of prepared food from a motor vehicle equipped for such purpose.

Mobile home park: A parcel (or contiguous parcels) of land which has been so designated and improved that it contains seventeen (17) or more mobile home lots available to the general public for rent and the placement thereon of mobile homes for residential occupancy and use.

Mobile home/manufactured home subdivision: The division of any tract or parcel of land, including frontage along an existing street or highway, into two (2) or more lots, plots, or other divisions of land for the purpose, whether immediate or future, of the placement of manufactured housing or mobile homes for dwelling purposes.

Modular home: A modular home is a factory-fabricated dwelling designed and constructed without carriage or hitch collar as stationary house construction for placement on a permanent foundation, to be permanently connected to utilities, and to be used for year round occupancy. It shall consist of two (2) or more components that can be separated when transported but designed to be joined into one (1) integral unit. A modular home must meet the minimum construction standards established by the building code adopted by the city and minimum construction standards as may from time to time be fixed by the law of the state. For purposes of this section and the chart of permitted uses, modular homes shall be considered to be one-family dwellings and must meet all standards of one-family dwellings as set forth in this appendix.

Modular structure: A modular structure is a factory fabricated structure, notwithstanding tilt-up construction, which is designed to be used for commercial uses but not for residential or dwelling purposes. It may consist of two (2) or more components that can be separated when transported but are designed to be joined into one integral unit.

Nonconforming structure: A building or part thereof lawfully existing on the effective date of this ordinance and which does not conform to all of the regulations of the district in which it is located.

Nonconforming use: A use which lawfully occupies a building or land on the effective date of this ordinance and which does not conform to the regulations of the district in which it is located.

Off-premises sign: A sign identifying, advertising and/or directing the public to a business, merchandise, service or entertainment or to an institutional or residential area. Said sign is located, sold, rented, leased, produced, manufactured and/or furnished at a place other than the real property on which said sign is located. Such signs are also known as billboards or outdoor advertising display signs.

Permitted use: A use meeting all the requirements established by the ordinance for the district in which the use is located.

Planning division administrator: That person designated by the mayor and city council who is responsible for the activities and functions of the planning division of the City of Gulfport, or their designated representative, and the chief technical advisor to the Gulfport Planning Commission and the governing authority, or their designated representative.

Planning division: See "staff."

Recreational vehicle: A vehicular type unit primarily designed as temporary living quarters for recreational, camping or travel use, which either has its own motor power or is mounted on or drawn by another vehicle. The basic entities are travel trailer, camping trailer, truck camper and motor home.

Recreation vehicle park: A parcel of land upon which forty (40) or more recreational vehicle sites are located, established or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreational or vacation purposes.

Recreational vehicle site: A plot of ground within a recreational vehicle park intended for the accommodation of a recreational vehicle or other individual camping unit on a temporary basis.

Right-of-way: A grant by the property owner, usually in the form of a dedication to the public, of a strip or strips of land to be used primarily for transportation passage over the land.

Roadway: That paved portion of a right-of-way, or in the case of an unpaved roadway, the designated riding surface, which is set aside for the movement of vehicular traffic.

Rooming house: A dwelling in which the resident family provides rooms for the accommodation of persons on a semi-permanent basis (one month or longer) and not as transients.

Satellite dish antenna: A device incorporating a reflective surface of any configuration. Such device shall be used to transmit and/or receive radio or electromagnetic waves between terrestrially and/or orbitally based transmitters. This definition is meant to include but not be limited to what are commonly referred to as satellite earth stations, TVROs (television reception only satellite dish antennas), and satellite microwave antennas.

School: A building, structure, and/or property, together with any accessory buildings, structures, and/or uses, used for pre-school, elementary, middle, junior high, and/or high schools serving any level of education from pre-school through 12th grade, including denominational and sectarian, and two-year and four-year undergraduate and graduate colleges and universities, boarding schools, and military academies as well as business, secretarial, and vocations schools offering specialized trade and commercial courses, educational facilities or establishments, including learning or discovery centers, aquariums, and museums, whether profit or non-profit, and specialized, non-degree-granting schools or establishments offering subjects including art, ballet and other dance, computers, cooking, drama, driver education, language, and/or music. Further included are seminaries and other establishments furnishing educational courses by mail as well as facilities, institutions, conference centers, and museums that offer specialized programs in personal growth and development (e.g., arts, communications, environmental awareness, and/or management).

Staff (planning division): The staff of the Gulfport Planning Division.

Street: A public right-of-way more than twenty (20) feet in width which provides vehicular access to adjacent properties.

Streetscreen: Sometimes called streetwall. A freestanding wall built along the frontage line, or coplanar with the adjacent facade, often for the purpose of masking a parking lot from the thoroughfare. Streetscreens should be between four (4) and eight (8) feet in height and constructed of a material matching the adjacent building facade. The streetscreen may be a hedge or fence. Streetscreens shall have openings no larger than is necessary to allow automobile and pedestrian access. In addition, all streetscreens over four (4) feet high shall be thirty (30) percent permeable or articulated to avoid blank walls. A single length of streetscreen along a frontage, including any pedestrian and vehicle openings, may be no longer than fifty (50) feet maximum.

Structure: Anything constructed or erected which requires location on the ground or attached to something having a location on the ground; provided, however, that utility poles, wires, guy wires, cables and towers and all attachments thereto suspended on said poles or towers and fences and walls (other than building walls) shall not be considered to be structures.

Tattoo parlor: Any premises where tattooing (the making of indelible marks or designs on or visible through the skin of a human by puncturing or pricking the skin with a needle or other instrument and inserting ink or other pigments) occurs.

Tire grinding: A highly efficient system producing a minimum amount of vibration and noise, all of which is kept within the confines of an enclosed building. Dust or debris created in the grinding process is captured internally by filters within the grinding machine. No chemicals or generated odors, smoke, fumes or excessive noise and may not have been declared a nuisance in any court of record. The fire department shall have the ability to limit the number of tires stored on site at any one time.

Towing and wrecker service: Establishment that provides for the removal and temporary storage of vehicles but does not include disposal, permanent disassembly, salvage, or accessory storage of inoperable vehicles. All vehicles towed shall be properly parked in an approved site.

Towing and wrecker yard(vehicle storage): A fenced place where motor vehicles are kept for more than twenty-four (24) consecutive hours after having been towed by a wrecker service and where fees are changed for the storage. Buildings may be placed within the confines of the fenced area but will be considered separate from the towing and wrecker yard.

Transect: A zoning district which regulates land use, density, height and setbacks.

Transient vendor: A person or persons who offer for sale to the public materials and/or merchandise without the benefit of an established building or location which has been permanently designated for commercial purposes. Transient vendors must obtain a permit for each location from which they operate.

Yard: A required open space unoccupied and unobstructed by any structure or portion of a structure from three (3) feet above the general ground level of the building site upward; provided, however, that fences, walls, poles, posts and other customary yard accessories, ornaments and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility contained herein, and further provided that:

(a) Ordinary projections of sills, belt courses, cornices, buttresses, eaves, and similar architectural features, necessary mechanical features may project not more than two (2) feet into any yard, and

(b) Open fire escapes may extend not more than three and one-half (3½) feet into any yard.

Yard, front: A yard extending the full width of the building site across its front, with required depth measured at right angles to the front street line of the building site.

Yard, rear: A yard extending the full width of the building site across its rear, with required depth measured at right angles to the rear line of the building site.

Yard, side: A yard extending from the rear line of the front yard to the front line of the rear yard, with required width measured at right angles to the adjacent side line of the building site. If no front and/or rear yard is provided, the front and/or rear lines of the building site shall be construed as front and/or rear boundaries of the side yard.

Yard sale/garage sale: A temporary (not to exceed three (3) days) sale of personal belongings and merchandise which is held on the premises of a residential use either individually or jointly with a neighboring residential use. Frequency is restricted to not more than one (1) sale within each calendar quarter.

(Ord. No. 1598, § 1, 7-6-82; Ord. No. 1574, § 1, 9-29-81; Ord. No. 1650, § 1, 1-17-84; Ord. No. 1867, § 1, 12-19-89; Ord. No. 1908, § 1, 5-5-92; Ord. No. 1915, § 1, 11-17-92; Ord. No. 2048, 5-7-96; Ord. No. 2276, §2, 4-18-01; Ord. No. 2324, § 1a., 6-19-02; Ord. No. 2357, § 1, 6-17-03; Ord. No. 2513, §§ 1(5)—1(7), 12-5-06; Ord. No. 2532, § I(1), (2), 5-8-07; Ord. No. 2537, § 1(I), 5-22-07; Ord. No. 2539, § 1(I), 5-22-07; Ord. No. 2540, § 1(I), 5-22-07; Ord. No. 2642, § 1, 9-22-09; Ord. No. 2680, § 1, 6-22-10; Ord. No. 2681, §§ 1, 2, 6-22-10; Ord. No. 2743 , § 1, 2-21-12; Ord. No. 2746 , § 1, 4-17-12; Ord. No. 2871, § 1, 10-18-16 ; Ord. No. 2919, § 1, 9-19-17 ; Ord. No. 2947, §§ 1, 2, 6-19-18 ; Ord. No. 3087 , § 1, 9-21-21; Ord. No. 3130 , § 1, 5-4-22; Ord. No. 3158 , §§ 1, 2, 8-2-22; Ord. No. 3273 , § 1, 7-5-23)

Sec. II. - General regulations.

(A) *Application of district regulations.* The regulations set by this ordinance within each district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, and particularly, except as hereinafter provided:

(1) No building, structure, or land shall be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved, or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.

(2) No building or other structure shall hereafter be erected or altered:

(a) To exceed the height or bulk;

(b) To accommodate or house a greater number of families;

(c) To occupy a greater percentage of building site area; or

(d) To have narrower or smaller rear yards, front yards, side yards, or other open spaces than herein required; or in any other manner contrary to provisions of this ordinance.

(3) No part of a yard or other open space, or off-street parking or loading space required about or in connection with any structure for the purpose of complying with this ordinance, shall be included as part of a yard, open space, or off-street parking or loading space similarly required for any other building.

(4) No yard or building site existing on the effective date of this ordinance shall be reduced in dimension or area below the minimum requirements set forth herein; yards or building sites created after the effective date of this ordinance shall meet at least the minimum requirements established by this ordinance.

(5) Every building or other structure hereafter erected or moved shall have provided and continuously maintained for it a separate building site as herein defined.

(6) No building shall be erected on a lot which does not abut upon a dedicated street for at least thirty-five (35) feet.

(B) *Provisions declared to be minimum requirements.* In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, adopted for the promotion of the public health, safety, morals or general welfare. Wherever the requirements of this ordinance are at variance with the requirements of any other lawfully adopted rules, regulations or ordinance, the most restrictive or that imposing the higher standards shall govern.

(C) *Official zoning map.* The city is hereby divided into zones, or districts, as shown on the official zoning map which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this ordinance.

(1) *Changes in map.* If, in accordance with the provisions of this ordinance and applicable state laws, changes are made in district boundaries or other matters portrayed on the official zoning map, such changes shall be entered upon the official zoning map promptly upon the amendment effecting such changes being adopted.

(2) *District boundaries.* Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

(a) Boundaries indicated as approximately following the centerlines of streets, highways or alleys shall be construed to follow such centerlines;

(b) Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines;

(c) Boundaries indicated as approximately following city limits shall be construed as following such city limits;

(d) Boundaries indicated as following shorelines shall be construed to follow such shorelines, and in the event of change in the shoreline shall be construed as moving with the actual shoreline; boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such centerlines; boundaries for submerged lands or waterbottoms which are privately owned shall coincide with and follow the boundaries contained in the legal descriptions of record in the Office of the Chancery Clerk, First Judicial District, Harrison County, Mississippi;

(e) Boundaries indicated as parallel to or extensions of features indicated in (a) through (d) above shall be so construed. Distances not specifically indicated on the official zoning map shall be determined by the scale of the map;

(f) Where physical or cultural features existing on the ground are at variance with those shown on the official zoning map, or in other circumstances not covered by (a) through (e) above, the board of adjustment shall interpret the district boundaries;

(g) In case of a street vacation, where a district boundary is indicated as following the right-of-way line at the edge of the street, such boundary shall be construed as moving to the centerline of the street.

(D) *Government property.* Property owned by the United States of America, the State of Mississippi or Harrison County, and which is not subject to the police power of the city, and property owned by the city or its urban renewal agency are hereby declared to be exempt from all regulations of this appendix. Such property is designated on the official zoning map as G.P. (government property). Transfer of such property to private ownership shall automatically

subject it to the regulations of the district in which it is located.

(E) *Classification of annexed territory.* All territory which may hereafter be annexed to the City of Gulfport, Mississippi, shall be automatically classified as temporary R-1 (Single-Family Residential) until otherwise changed by ordinance after a public hearing.

(F) *Central business district.* The overlay area designed area designated on the official map as the central business district shall be composed of land and structures occupied by or suitable for uses furnishing the wide range of retail goods and services required by residents of the metropolitan area and of the trade area. Located at the convergence of the principal thoroughfares and highways, as well as transit lines, the central business district is the focus of commerce and administrative business activities of the trade area.

1. The overlay district shall be exempt from requirements for building site area, building site coverage, and yard requirements in order to permit the further development of the district for its purpose in a compact and convenient arrangement of uses and structures that is highly urban in character.
2. A parcel with a commercial use in the overlay district shall be allowed an accessory one-family dwelling unit, and multi-family housing by right as long as they are able to meet the parking requirements on the subject site, if not a parking plan must be submitted before approval.

(Ord. No. 1656, § 1, 3-20-84; Ord. No. 2048, 5-7-96; Ord. No. 2647, § 1, 10-20-09; Ord. No. 2673, § 1, 5-4-10; Ord. No. 2755, § 1, 8-7-12; Ord. No. 2870, § 1, 10-18-16)

Sec. III. - District regulations.

(A) *General provisions.*

(1) *Creation of districts.* For the purpose of this ordinance, the city is divided into the following districts:

A-1	Agricultural districts
R-E	Residence estate (suburban) districts
R-UE	Urban residence estate districts
R-1-15	Single-family residence districts—low density
R-1-10	Single-family residence districts—low density
R-1-7.5	Single-family residence districts—low density
R-1-5	Single-family residence districts—medium density
R-2	Single-family residence districts—medium density
R-3	General residence districts—high density
R-4	General residence districts—high density
R-O	Residence-office districts
R-B	Residence-business districts
B-1	Neighborhood business districts
B-2	General business districts
B-3	Central business districts
B-4	Highway business districts
E-G	Entertainment gaming districts
I-1	Light industry districts
I-2	Heavy industry districts
I-3	Planned industrial park districts

SB	Sand beach districts
WF	Waterfront districts
FH	Flood hazard districts
AP	Airport environs and airspace overlay district
T1	Natural zone
T2	Rural zone
T3	Sub-Urban zone
T4L (T4 "Limited")	General Urban Zone "Limited"
T4+ (T4 "Plus")	General Urban Zone "Plus"
T5	Urban Center Zone
T6	Urban Core Zone

(2) *District and other regulations.* The regulations relating to each type of district are set out in this section. Additional use, area, height, yard and other regulations applicable to particular or special situations are set out in Section IV. Supplementary Regulations. Other regulations applicable to particular uses or classes of uses are set out in other sections of the ordinance.

(B) *Agricultural districts.*

(1) *A-1 districts: Agricultural districts.* This district is mainly composed of areas for low-density residential and agricultural and horticultural uses. The rural development characteristics and low density of population in this district requires only that uses essential to agriculture and horticulture have a reasonable setback of buildings from dedicated streets and/or highways. It is the purpose of this district to encourage and protect such uses from urbanization until such is warranted by development pressure and an appropriate change in district classification is made. When agricultural uses include the raising of livestock, exclusive of swine and fowl, the number of animals shall be limited to no more than one domestic animal unit for each twenty thousand (20,000) square feet of lot area. When the lot area is less than ten (10) acres and abuts any established residential or commercial district, no structures or fenced areas in which animals are kept shall be located closer than one hundred (100) feet to the abutting residential or commercial property.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—three (3) acres.

For a mobile home/manufactured home on an individual lot—three (3) acres.

(c) *Building site coverage.* The maximum site coverage by all buildings shall be ten (10) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed three (3) stories or thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—50 feet.

Side yard—25 feet.

Rear yard—25 feet.

(The regulations in T1 and T2 districts generally conform to the requirements of the A-1 district unless otherwise specified.)

(2) *T1 districts: Natural Zone:* Consists of land approximating wilderness conditions, conservation areas including land generally unsuitable for development due to wetlands, flood hazard or other criteria.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For one-family dwelling—12 acres

For a mobile/manufactured home on an individual lot—12 acres

For any other permitted uses—12 acres

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be ten (10) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—48 feet

Side yard—96 feet

On 2nd frontage—96 feet

Rear yard—96 feet

T-2 districts: Rural Zone: Areas intended for preservation, including open land that may be cultivated or sparsely settled. One residence per 10 acres is allowed with planning commission approval.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For one-family dwelling—3 acres

For a mobile/manufactured home on an individual lot—3 acres

For any other permitted uses—3 acres

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be ten (10) per cent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—48 feet

Side yard—35 feet

On 2nd frontage—35 feet

Rear yard—35 feet

(C) *Residence districts.*

(1) *R-E districts: Residence estate (suburban) district.* These districts are composed mainly of areas containing one-family dwellings and open area where such development seems likely to occur. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a minimum building site area for each dwelling unit.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—one acre.

For a mobile home/manufactured home on an individual lot—one acre.

(c) *Building site coverage.* The maximum site coverage by all buildings shall be twenty-five (25) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed three (3) stories or thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—45 feet.

Side yard—25 feet.

Rear yard—25 feet.

(1.5) *R-UE districts: Urban residence estate districts.* These districts are composed mainly of areas containing one-family dwellings and open area where such development seems likely to occur. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as

schools and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—22,000 square feet.

For any other permitted uses—25,000 square feet.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed three (3) stories or thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

(2) *R-1-15 districts: Single-family residence districts.* These districts are composed mainly of areas containing one-family dwellings and open area where such development seems likely to occur. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—15,000 square feet.

For any other permitted use—17,500 square feet.

(c) *Building site coverage.* The maximum site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed three (3) stories or a thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—15 feet.

Rear yard—15 feet.

(3) *R-1-10 districts: Single-family residence districts.* These districts are composed mainly of areas containing one-family and open area where such development seems likely to occur. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—10,000 square feet.

For any other permitted use—12,000 square feet.

(c) *Building site coverage.* The maximum site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed three (3) stories or thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

(4) *R-1-7.5 districts: Single-family residence districts.* These districts are composed mainly of areas containing one-family and open areas where such development seems likely to occur. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as

schools and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—7,500 square feet.

For any other permitted uses—10,000 square feet.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

(5) *R-1-5 districts: single-family residence districts.* These districts are composed mainly of areas containing single-family, two-family dwellings and open area where such development seems likely to occur. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools, parks and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit. The front yard setback range of fifteen (15) feet to twenty-five (25) feet will allow development and placement of dwellings, to be in harmony with the charter of the neighborhood, in which it resides.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—Five thousand (5,000) square feet.

For a two-family dwelling—Seven thousand five hundred (7,500) square feet (three thousand seven hundred fifty (3,750) square feet per unit).

For any other permitted use—Ten thousand (10,000) square feet.

(c) *Building site coverage.* The maximum site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed three (3) stories or thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Side yard—6 feet.

Rear yard—8 feet.

Front yard—15 feet.

(6) *R-2 districts: Single-family residence districts.* These districts are composed mainly of areas containing one-family, two-family and multiple-family dwellings and open area where such development seems likely to occur. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools and churches; to prevent overcrowding of the land by requiring certain minimum yard and other spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—7,500 square feet.

For a two-family dwelling—8,000 square feet.

For a multiple-family dwelling:

First two (2) dwelling units—8,000 square feet.

Each additional dwelling unit—1,500 square feet.

For any other permitted use—10,000 square feet.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

(7) *R-3 district: Multifamily residence districts.* These districts are composed mainly of areas containing multiple-family dwellings and open area where such development seems likely to occur in the future. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools, parks and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—7,500 square feet.

For a two-family dwelling—8,000 square feet (4,000 square feet per unit).

For multiple-family dwellings—A maximum of twelve (12) units per acre (3,630 square feet per unit).

For any other permitted use—10,000 square feet.

(c) *Building site coverage.* The maximum site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed three (3) stories or thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

(8) *R-4 districts: Multifamily residence districts.* These districts are composed mainly of areas containing multiple-family dwellings and open area where such development seems likely to occur in the future. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools, parks and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—7,500 square feet.

For a two-family dwelling—8,000 square feet (4,000 square feet per unit).

For multiple-family dwellings—A maximum of eighteen (18) units per acre (2,420 square feet per unit).

For any other permitted use—10,000 square feet.

(c) *Building site coverage.* The maximum site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed three (3) stories or thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

(9) *R-O districts: Residence-office districts.* These districts are composed of areas containing or suitable for a mixture of residential uses and light commercial uses such as offices, studios and small shops. The district regulations are designed to encourage further appropriate development by limiting the permitted uses to dwellings and uses of a public, semipublic or light commercial nature and to protect the abutting and surrounding residential areas by requiring certain minimum yard, area and other standards to be met, standards that are comparable to those called for in residence districts.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—7,500 square feet.

For a two-family dwelling—8,000 square feet.

For a multiple-family dwelling:

First two (2) dwelling units—8,000 square feet.

Each additional dwelling unit—1,500 square feet.

For any other permitted use—10,000 square feet.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

(10) *R-B districts: Residence-business districts.* These districts are composed of areas containing a mixture of residential, public and semipublic, and light commercial uses. Although usually located between residential areas and business areas, these districts are, in some instances, freestanding and may include hotel, hospital, or similar building groups and related uses or land suitable for such uses. The district regulations are designed to encourage further appropriate development by limiting the permitted uses to dwellings and uses of a public, semipublic or light commercial nature and to protect the abutting and surrounding residential areas by requiring certain minimum yard, area and other standards to be met, standards that are comparable to those called for in the residence district.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—7,500 square feet.

For a two-family dwelling—8,000 square feet.

For a multiple-family dwelling:

First two (2) dwelling units—8,000 square feet.

Each additional dwelling unit—1,500 square feet.

For any other permitted use—10,000 square feet.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed forty-five (45) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

(The regulations in T3 districts generally conform to the requirements of the R-1-7.5 district unless otherwise specified.)

(11) *T-3 districts: Sub-Urban Zones:* These districts are composed mainly of areas containing detached single-family houses surrounded by lawns and landscaped yards.

(a) Permitted uses. See chart at end of this section.

(b) Building site area. Except as provided in section IV, the minimum building site area shall be:

For one-family dwelling - 7,500 square feet.

For any other permitted uses-10,000 square feet

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be sixty (60) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—20 feet

Side yard—6 feet

On 2nd frontage—6 feet

Rear yard—6 feet

(The regulations in the T4L district generally conform to the requirements in the R-O district unless otherwise specified.)

(12) *T4L districts (T4 "Limited"): General Urban Zone "Limited":* Consists of primarily residential buildings with mixed-use neighborhood limited retail.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For one-family dwelling—7,500 square feet.

For two-family dwelling units—8,000 square feet

For a multiple-family dwelling—

First two (2) dwelling units—8,000 square feet

Each additional dwelling unit—3,630 square feet (a maximum of 12 dwelling units per acre)

For any other permitted uses—10,000 square feet

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be seventy (70) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—15 feet

Side yard—6 feet

On 2nd frontage—6 feet

Rear yard—6 feet.

(The regulations in the T4+ district generally conform to the requirements in the R-B district unless otherwise specified.)

(13) *T4+ districts (T4 "Plus"): General Urban Zone "Plus":* Allows greater intensity of mixed use; buildings may be totally residential or a mix of office/retail/residential.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For one-family dwelling—7,500 square feet.

For two-family dwelling units—8,000 square feet

For a multiple-family dwelling:

First two (2) dwelling units—8,000 square feet

Each additional dwelling unit—2,222 square feet (a maximum of 18 dwelling units per acre)

For any other permitted uses—10,000 square feet

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be seventy (70) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed forty-five (45) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—15 feet

Side yard—6 feet

On 2nd frontage—6 feet

Rear yard—6 feet.

(D) *Business districts.*

(1) *B-1 districts: Neighborhood business districts.* These districts are composed of land and structures occupied by or suitable for uses furnishing the retail goods, such as groceries and drugs, and services, such as barbering and shoe repairing, to satisfy to daily household needs of the surrounding residential neighborhoods. Often located on a thoroughfare or near the intersection of two (2) thoroughfares, these districts are small and within

convenient distance of most of the areas they serve. The district regulations are designed to permit the development of the districts for their purpose and to protect the abutting and surrounding residential areas. It is intended that additional neighborhood business districts will be created, in accordance with the amendment procedure of this ordinance, as they are needed to serve new residential areas.

(a) *Permitted uses.* See chart at the end of this section.

(b) *Building site area.* There is no minimum required building site area, except that multiple-family dwellings permitted as special exception uses shall comply with the building site area requirements specified for the R-B districts.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be fifty (50) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed fifty (50) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

(There are no minimum required side and rear yards except that multiple-family dwellings permitted as special exception uses shall have yards as specified for the R-B districts.)

(2) *B-2 districts: General business districts.* These districts are composed of land and structures occupied by or suitable for uses furnishing, in addition to the retail goods and services supplied by the neighborhood business districts, the wider range of retail goods and services required by residents of a group or community of neighborhoods, and by the city generally. Usually located on a thoroughfare or highway or near the intersection of principal thoroughfares or highways, these districts are large and within convenient distance of the area they serve. The district regulations are designed to permit the development of the districts for their purpose in a spacious arrangement of uses and structures. To protect the abutting and surrounding residential areas, certain requirements are placed on uses. It is intended that additional general business districts will be created, in accordance with the amendment procedure of this ordinance, as they are needed to serve groups of new neighborhoods or the city generally.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* There is no minimum required building site area, except that multiple-family dwellings permitted as special exception uses shall comply with the building site area requirements specified for the R-B districts.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be fifty (50) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

(There are no minimum required side or rear yards except that multiple-family dwellings permitted as special exception uses shall have yards as specified for the R-B districts.)

(f) *Design review.*

General.

1. *Purpose and intent.* The purpose of this article is to ensure that the physical characteristics of proposed developments are compatible when considered within the context of the surrounding area.
2. *Applicability, requirements:*
   (i) Project design review is required for all plans for commercial and multifamily.
   (ii) All plans and specifications submitted with an application for a building permit in zoning classification B-2 shall be reviewed by the department of urban development and design review board to ascertain whether or not the proposed structure or alteration is excessively similar or not similar to any other structure either existing or for which a permit has been issued within one thousand (1,000) feet of the proposed site as measured from each lot line.
   (iii) If the design review board determines that such structure or alteration as proposed would provide one or more harmful effects on the aforesaid structures, then the application for approval shall be denied.
   (iv) Considering all elements of design review as a whole, permits with minor variations not harmful to compatibility will not be unreasonably denied.
3. *General compatibility requirement:*
   (i) Assuming that surrounding structures are considered by the design review board to be a credit to the community, all development subject to this article shall be compatible with the established architectural character of the surrounding area by using a design that is complementary to nearby architectural styles, designs, and forms. This does not imply uniformity of architectural style; rather it requires that new buildings are sympathetically responsive to aspects of nearby structures.

Building aesthetics.

(1)

Purpose. Building aesthetics establish a base criteria related to the appearance of specific structures. These regulations strike a balance between creativity and innovation on one hand, while avoiding obtrusive, incongruous structures on the other. The city strongly discourages architectural styles that do not build upon and promote the beautiful character of the city. The city supports the view that inspiring, well-maintained, and harmonious development is in the best economic development interests of all residents and businesses.

(2) *Building design:*

(i) *Awnings and canopies.* Awnings or other ornamental design features shall be of appropriate scale, shape, color, scheme and pattern in order to reinforce good design principles. They shall also complement the color and material of the building to which they are affixed.

(ii) *Massing.* A single, large, dominant building mass shall be avoided. Where large structures are required, mass should be broken up through the use of setbacks, projecting and/or recessed elements, and similar design techniques.

(3) *Special features.* Functional and/or ornamental features shall not use incompatible or extraordinary scale, color schemes, patterns or other extraordinary features for the purpose of attracting attention.

(4) *Harmony of design.*

(i) *Building color shades.* Colors shall be harmonious with the development in the project area, and bright and brilliant colors used only for accent. Building color shades shall facilitate blending into the neighborhood and unifying the project. The color shades of building materials shall draw from the range of color shades that already exist on the block or in the adjacent neighborhood. Neon tubing is prohibited.

(ii) *Building materials.* The choice of building materials, landscaping, and site improvements shall be commensurate with or improve upon the surrounding area both visually and structurally without generating an adverse visual impact on surrounding properties. Architectural style or design is not restricted.

(iii) *Evaluation of projects.* Evaluation of the appearance of a project shall be based on the quality of the design characteristics and relationship to the area in which the project is located.

Architectural character.

(1) *Purpose.* Architectural character focuses on the micro-level details that greatly affect the overall appearance of a particular development. These architectural character regulations provide direction in aspects of color, facade materials, rooflines, and the enhancement of entryways. The primary goal is to define the "finishing touches" that provide the development with a sense of permanence, style, and compatibility. The city actively discourages proposals that have not taken these matters into account. The city desires that all development be treated as a lasting contributor to the community and as a "good neighbor" to its surroundings.

(2) *Roofs.*

(i) Variations in rooflines are required to reduce the massive scale of structures and add visual interest.

(ii) Roofs must have at least two (2) of the following features: parapets concealing flat roofs and rooftop equipment, overhanging eaves, sloped roofs and three (3) or more roof slopes planes. Mechanical equipment or other utility hardware other than antennas and stacks on roofs and any other exterior service areas shall be harmonious with the building or they shall be located and/or screened so as not to be visible from any public ways within the impacted area.

(iii) Roof shape (for example: flat, hip, mansard, or gable) and material shall be architecturally compatible with facade elements and the rest of the building.

(3) *Façades.*

(i) *Recesses and projections.* Building façades that are visible from the street and surrounding property must incorporate architectural features to break up large wall planes into smaller components and visual interest. Recesses and projections shall be allocated along the length of the façade. Façades not meeting this requirement will not be allowed. For retail and general business uses, any side of building or structure greater than seventy-five (75) feet in length shall incorporate recesses and/or projections along at least twenty (20) percent of the length. Recesses and projections shall be of sufficient measurements to affect the intent of this provision.

(ii) *Repeating design patterns.* Architectural interest in the main structure shall be accomplished by the use of repeating pattern of change in color, texture and material modules. No more than thirty (30) percent of the consecutive façade may remain without architectural detail, including but not limited to balconies, recessed walls, changes in color and/or texture, varying roof lines, curved and angled walls, fenestration and cantilevers.

(iii) *Renovations.* Facade renovations shall incorporate original building details to the maximum extent practicable.

(iv) *Materials.* Predominant exterior building material surfaces shall be of high quality. These include, but are not limited to, brick, wood, sandstone or stucco, or other native stone and tinted/textured concrete masonry units. Unpainted, smooth faced concrete block and prefabricated steel panels are prohibited.

(v) *Required entryway features.* Each principal building on a site should have a clearly defined, highly visible customer entrance featuring no less than two of the following: canopies or porticos, arcades, arches, wing walls, and/or planters.

(vi) *Building placement.* The exterior and placement of buildings and structures, including appearance, scale, size, mass, façade and its orientation, along with roof line and building materials, shall be in harmony with the site and other construction in the impacted area.

(vii)

Fences and screening. Loading docks, trash collection and similar uses and functions shall be incorporated into the overall design of the building and landscaping so the visual and acoustic impact of these functions are contained and out of view or hearing from adjacent properties and public streets to the most practicable extent possible.

Appeals. An owner or developer may appeal a decision of the design review board to the city planning commission upon payment of a one hundred dollar ($100.00) dollar fee within fifteen (15) days of notice of denial of the permit request. An appeal decision of the planning commission may be appealed to the Gulfport City Council by filing with the urban development staff a written notice of appeal specifying the design review board decision from which the appeal is taken; and an appeal decision of the city council may be appealed to the court of jurisdiction as provided in the Mississippi Code of 1972, as amended.

(3) *B-3 district: Central business district.* This district is composed of land and structures occupied by or suitable for uses furnishing the wide range of retail goods and services required by residents of the metropolitan area and of the trade area. Located at the convergence of the principal thoroughfares and highways, as well as transit lines, the central business district is the focus of commerce and administrative business activities of the trade area. The district regulations are designed to permit the further development of the district for its purpose in a compact and convenient arrangement of uses and structures that is highly urban in character.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* There is no minimum required building site area.

(c) *Building site coverage.* No limit.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed one hundred (100) feet in height.

(e) *Yards required.* Except as provided in section IV, no yards are required.

(4) *B-4 district: Highway business district.* This district is intended to include high intensity commercial activities requiring, high visibility and accessibility in which all or some of the business is conducted outdoors. This includes such activities as automobile, truck or other vehicle dealerships; heavy equipment dealers; recreational vehicle sales, mobile home sales; yard and garden centers; building material dealers; truck stops; bus terminals; outdoor recreational enterprises such as recreational vehicle campgrounds, water parks, drive-in theaters, amusement parks, etc. Also included in this district would be uses which cater to the motoring public such as fast food restaurants, service stations, motels, and similar uses.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* There is no minimum building site area required.

(c) *Building site coverage.* The maximum site coverage by all buildings shall be fifty (50) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed fifty (50) feet in height.

(e) *Yards required.* Except as required in section IV, the minimum dimensions of yards shall be:

Front yard—50 feet.

There are no minimum side or rear yards required except where abutting residentially zoned property, the side and rear yards shall be a minimum of twenty-five (25) feet. Sufficient driveway access shall be provided to allow for service vehicles to enter the side and rear of the use.

(5) *E-G district: Entertainment gaming district.* This district is composed of lands and structures which are occupied by or suited for the accommodation of the gaming industry and related entertainment land uses. The district regulations are designed to encourage a mixture of uses including hotels, restaurants, shopping, live entertainment, limited residential, public and open space and tourist-oriented recreational uses. This district shall be of such size, shape and location as to enable development of well-organized facilities with proper access to streets, sidewalks, off-street parking and loading facilities, and other requirements and amenities. These districts should compliment adjacent business districts through a continuation of the urban design of adjacent properties and the promotion of walking to adjacent business districts. Because of the high volume of traffic generated by the gaming industry, these districts shall be confined to locations having access to highways or major thoroughfares of adequate capacity for the traffic volumes anticipated. It is intended that the grouping of buildings and parking areas be designed to protect residential areas from obtrusive noise and light.

(a) *Permitted uses.* See chart at the end of this section.

(b) *Certain structures to be limited in scale.* Any structure which is utilized for retail purposes in the E-G district, and which is not an accessory use to some other primary use or a part of a mixed-use building, shall be limited to a maximum size of ten thousand (10,000) square feet (enclosed) per floor for each structure. The purpose for this limitation is to encourage the creation of compact retail development which is convenient to the pedestrian and to encourage pedestrian oriented shopping.

(c) *Building site area.* There is no minimum required building site area, except as follows:

For condominium developments—A maximum of fifty (50) units per acre.

For gaming establishments—A minimum area of seven (7) acres of contiguous land, which minimum acreage is comprised of uplands or fastlands only and not bottomlands or tidelands, and is adjacent to and contiguous with U.S. Highway 90 or in some part adjacent to and contiguous with the Mississippi Sound or adjacent harbor areas.

(d) *Building site coverage.* The maximum building site coverage by all buildings shall be seventy-five (75) percent.

(e) *Building height limit.* Except as provided in section IV, no structure shall exceed seventy-five (75) feet in height. However, any building situated so as to be adjacent to any residential district (notwithstanding any intervening streets or rights-of-way) shall be limited to a height equal to the maximum allowable building height specified for said adjacent residential zone for the first fifty (50) feet from the property line adjacent to the residential district, and fifty (50) feet of height for distances fifty (50) to seventy-five (75) feet from the property line adjacent to the residential. The height limits apply only to the portion of the building within the setbacks.

(f) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—Twenty-five (25) feet, unless reduced by the planning commission in approval of a gaming master plan as provided in section IV. All yards fronting on a street shall be considered front yards for this district.

Side yard—No requirement unless abutting or adjoining a residential district, in which case the setback shall be twenty-five (25) feet.

Rear yard—No requirement unless abutting or adjoining a residential district, in which case the setback shall be twenty-five (25) feet.

(g) *Reserved.*

(h) *Reserved.*

(i) *Reserved.*

(j) *Landscaping requirements.* All developments within the E-G district shall adhere to additional landscaping requirements in section IV of these regulations.

(The regulations in the T5 district general conform to the requirements in the B-1 district unless otherwise specified.)

(6) T5 districts: Urban Center Zone: Consists of shops mixed with townhouses, apartments and offices.

(a) *Permitted uses.* See chart at the end of this section.

(b) *Building site area.* There is no minimum required building site area, except that for multiple-family dwellings permitted with planning commission approval:

First three dwelling units—9,210 square feet

For each additional dwelling unit—1,040 square feet (a maximum of 36 dwelling units per acre)

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be ninety (90) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed one hundred (100) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—15 feet

(There are no minimum required side and rear yards except that multiple-family dwellings permitted with planning commission approval shall have yards as specified as follows:)

Front yard—15 feet.

Side yard—6

On 2nd frontage—6 feet

Rear yard—6 feet

(The regulations in the T6 district generally conform to the requirements in the B-2 district unless otherwise specified.)

(7) *T6 districts: Urban Core Zone:* Consists of the highest density, with the greatest variety of uses, and civil buildings of regional importance. It may have larger blocks; streets have steady street tree planting and buildings set close to the frontages.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* There is no minimum required building site area, except that for multiple-family dwellings permitted with Planning Commission approval—a maximum of forty-eight (48) dwelling units per acre (907.5 square feet per unit)

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be ninety (90) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed one hundred and fifty (150) feet in height.

(f) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—15 feet

(There are no minimum required side and rear yards except that multiple-family dwellings permitted with Planning Commission approval shall have yards as specified as follows:.)

Front yard—15 feet.

Side yard—6

On 2nd frontage—6 feet

Rear yard—6 feet

(8) *SD: Special District:* This designation is assigned to those areas that are unclassified by a use. A specified use requires rezoning to comply with district requirements.

(E) *Industrial districts.*

(1) *I-1 districts: Light industry districts.* These districts are composed of land and structures occupied by or suitable for light manufacturing, wholesaling and similar uses. Located for convenient access from existing and future arterial thoroughfares, highways and railway lines, these districts are usually separated from residential areas by business districts or by natural barriers. The district regulations are designed to permit a range of light industrial activities subject to limitations intended to protect nearby residential and business districts.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be 10,000 square feet.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be seventy-five (75) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed fifty (50) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

(There are no minimum required side or rear yards.)

(2) *I-2 districts: Heavy industry districts.* These districts are composed of land and structures occupied by or suitable for heavy manufacturing and related activities. Located for convenient access from existing and future arterial thoroughfares, highways, railway lines or waterways, these districts are usually separated from residential areas by business or light industry areas or by natural barriers; where they are adjacent to residential areas some type of artificial separation may be required. The district regulations are designed to permit the development of the districts for their purpose, including almost any industrial uses but subject to conditions necessary for the mutual protection of the uses and the city generally.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be ten thousand (10,000) square feet.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be seventy-five (75) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed one hundred (100) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

There are no minimum required side or rear yards.

(3) *I-3 district: Planned industrial park district.* This district includes uses in a self-contained environment which do not operate in such a manner as to be obnoxious to surrounding properties. Included are manufacturing, fabrication, distribution and storage or warehouse uses which are conducted both indoors and outdoors. It is intended that this district have uses grouped in a park-like setting with appropriate setbacks and buffers from adjoining properties.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be 10,000 square feet.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be fifty (50) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed fifty (50) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—50 feet.

Side yard—25 feet.

Rear yard—25 feet.

(F) *Sand beach district.*

(1) *SB district: Sand beach district.* There is hereby created a sand beach district which is subject to the Sand Beach Ordinance of Gulfport, Mississippi, Ordinance Number 1816, as found in the Code of Ordinances[, §§ 2-46—2-56,] of the City of Gulfport, Mississippi.

(G) *Waterfront district.*

(1) *WF district: Waterfront district.* This use district classification is intended to include all areas situated south of U.S. Highway 90 located within the City of Gulfport which are not specifically zoned for other uses.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Not applicable.

(c) *Building site coverage.* Not applicable.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed thirty-five (35) feet in height.

(e) *Yards required.* Not applicable.

(H) *Flood Hazard Overlay Zone.* There is hereby created a Flood Hazard Overlay Zone which is subject to the Flood Control Ordinance of Gulfport, Mississippi, Ordinance Number 1793 as found in Appendix B of the Code of Ordinances of the City of Gulfport, Mississippi. This district is defined as the zones so designated on the most recent FIRM and Floodway maps covering the corporate boundaries of the City of Gulfport.

(I) *Airport environs and airspace zoning district.*

(1) *Title and purpose.* The Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) is hereby created with the following purpose: to preserve the general public's investment in and the viability of the Gulfport-Biloxi Regional Airport and to protect and enhance the health, safety, and general welfare of the population in the vicinity of the airport. Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) shall serve as an overlay district that applies additional standards and requirements to properties located within an underlying zoning district. Two (2) different overlay areas are utilized: Land Use Compatibility Overlay and Height/Airspace Overlay. In the case of conflicting standards and requirements, the more stringent standards and requirements shall apply.

(2) *Definitions.*

(a) *Gulfport-Biloxi Regional Airport Land Use Compatibility Overlay.* The geographic area that is affected by the Gulfport-Biloxi Regional Airport air traffic operations and defined on the basis of those areas immediately affected by the 65 LDN and greater noise exposure area from the official Federal Aviation Administration approved noise exposure map for the Gulfport-Biloxi Regional Airport as of the effective date of this amendment. This area is represented as part of the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD).

(b) *Gulfport-Biloxi Regional Airport Height/Airspace Overlay.* The geographic area of land adjacent to the Gulfport-Biloxi Regional Airport that is identified by the Gulfport-Biloxi Regional Airport Authority on its official height/airspace map as of the effective date of this amendment, that depicts the requirements set forth in Part 77, Subpart C of the Federal Code of Regulations relative to the approach surface, primary surface, transitional surface, horizontal surface and conical surface to the Gulfport-Biloxi Regional Airport.

(c) *Airport hazard.* Any structure or object of natural growth or use of land within a Gulfport-Biloxi Regional Airport Height/Airspace Overlay that obstructs the air space required for the flight of aircraft in landing or taking off at any Gulfport-Biloxi Regional Airport or is otherwise hazardous to such landing or takeoff of aircraft.

(d) *Day-night sound level (LDN).* A cumulative aircraft noise index that estimates the exposure to aircraft noise at a certain geographic point and relates the estimated exposure to an expected community response.

(e) *LDN contour.* A line linking together a series of points of equal cumulative noise exposure based on the LDN metric. Such contours are developed based on aircraft flight patterns, number of daily aircraft operations by type of aircraft and time of day, noise characteristics of each aircraft, and typical runway usage patterns.

(f) *Structure.* Any object, whether permanent or temporary, including, but not limited to, a building, tower, crane, smokestack, earth formation, transmission line, flagpole, or ship mast; also includes a mobile object.

(g) *Horizontal surface.* A horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of 10,000-foot radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by lines tangent to those arcs.

(h) *Conical surface.* A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (1) for a horizontal distance of four thousand (4,000) feet.

(i) *Primary surface.* A surface longitudinally centered on a runway with a width of two hundred fifty (250) feet for utility runways having only visual approaches and one thousand (1,000) feet for precision instrument runways. The primary surface extends two hundred (200) feet beyond each end of the runway.

(j) *Approach surface.* A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of one thousand two hundred fifty (1,250) feet for a utility runway with only visual approaches and sixteen thousand (16,000) feet for precision instrument runways. The approach surface extends for a horizontal distance of five thousand (5,000) feet at a slope of twenty (20) to one (1) for all utility and visual runways and ten thousand (10,000) feet at a slope of fifty (50) to one (1) with an additional forty thousand (40,000) feet at a slope of forty (40) to one (1) for all precision instrument runways.

(k) *Transitional surface.* This surface extends outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of seven (7) to one (1) from the sides of the primary surface and from the sides of the approach surfaces.

(l) *Runway protection zone (RPZ).* An area longitudinally centered on the extended runway centerline extending outward two thousand five hundred (2,500) feet at the elevation of the end of the runway upon which that RPZ is centered. The inner edge of the RPZ is the same width as the primary surface and expands uniformly to a width of one thousand seven hundred fifty (1,750) feet. The RPZ is the area in which a mishap is most likely to occur and is provided to enhance the protection of people and property.

(m)

Avigation easement. A document obtained by an airport to transfer certain airspace rights to the airport covering items such as the right-of-flight, right to remove obstructions, etc., but not necessarily to the extent of prohibiting the use of the land within the limits of the rights obtained.

(n) *North American Vertical Datum (NAVD).* The nationally accepted standard reference used to determine the elevation of a surface, object, elevation, structure or natural growth.

(3) *Overlay Districts.*

(a) *Land Use Overlay subdistricts.* The Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) Land Use Compatibility Overlay area is subdivided into three (3) subdistricts that represent the differing levels of noise impact. The geographic location of these districts is indicated on the city's official zoning map, having been duly adopted by the city as per the requirements of this zoning ordinance provision. The noise districts are as follows:

1. The area within the 65 LDN to 70 LDN noise-exposure area.
2. The area within the 70 LDN to 75 LDN noise-exposure area.
3. The area within the 75 LDN and greater noise-exposure area.

(b) *Height/Airspace Overlay.* The Gulfport-Biloxi Regional Airport Height/Airspace Map depicts districts that represent differing levels of height/airspace restrictions. The geographic location of three (3) of such districts are indicated on the city's official zoning map, having been duly adopted by the city in accordance with the requirements of this zoning ordinance. The height/airspace districts that are incorporated into the zoning ordinance are as follows:

1. Primary surface as defined in section III, (I)(2)(i) above.
2. Approach surface as defined in section III, (I)(2)(j) above.
3. Transitional surface as defined in section III, (I)(2)(k) above.
4. Horizontal surface as defined in section III, (1)(2)(g) above.
5. Conical surface as defined in section III, (1)(2)(h) above.

In the event the Height/Airspace Overlay conflicts with height limitations otherwise set forth in any provision of this zoning ordinance, the most restrictive provision of this zoning ordinance relative to height limitations shall govern.

The boundaries of the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) Land Use Compatibility area, and it's subdistricts, as adopted herein, shall be reviewed and amended whenever the Gulfport-Biloxi Regional Airport Authority updates or amends their official Noise Exposure Map. It shall be the responsibility of the Gulfport-Biloxi Regional Airport Authority to notify the city of any such update or amendment and to provide a copy of same to the city. Copies of the noise exposure maps and relevant data shall be on file and open to public inspection in the offices of the Gulfport-Biloxi Regional Airport Authority.

(4) *Application of zoning ordinance.* Within the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD), any proposed use or structure is subject to review as described herein and shall be evaluated relative to the standards and requirements provided for herein.

(5) *Exemptions.*

(a) *Continuation of nonconforming uses.*

1. As of the date of enactment of the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD), a lawful use then existing on a specific parcel is exempt from the land use restrictions set forth in subsection (6), below.
2. A nonconforming single-family residential structure existing or under construction at the time the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) is enacted may be extended or enlarged, provided the extension or enlargement meets the relevant requirements of the zoning ordinance or land use plan.

(b) *Future nonconforming uses.*

1. As of the date of enactment of the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD), a future use for a specific parcel is exempt from the land use standards specified in subsection (6), if the parcel is part of a development, the land use(s) for which have been identified on a plat which has been approved by the city for that specific use(s) prior to the date of enactment of the AEAZD; or if the parcel is not part of such a development, if a building or occupancy permit has been issued.
2. If a developer has expended substantial money and made efforts in development of the property, but does not meet the above criteria, the developer may make a direct appeal to the city to allow the development to be exempted. Upon such appeal, the developer must present objective evidence that substantial time, money and energy have been expended on the project prior to the date of enactment of the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD).

(c) *Repair and replacement of nonconforming uses.*

1. A structure or part thereof lawfully existing on the effective date of the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) and which does not conform to all of the regulations of the AEAZD shall be considered nonconforming under this subsection. A use which lawfully occupies a building structure or land on the effective date of the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) and which does not conform to all of the regulations of the AEAZD shall be considered nonconforming under this subsection. Existing nonconforming uses of a structure or land under this subsection may be continued so long as it remains otherwise legal.

2. Normal maintenance and repair of a building occupied by a nonconforming use is permitted, provided no zoning ordinance or land use requirement is violated thereby.
3. A nonconforming structure under this subsection or a structure containing a nonconforming use under this subsection which has been destroyed or damaged by an act of God, including tornado, hurricane, flood, wind, earthquake, etc., or accident not caused purposefully by the owner or tenant, may be replaced or repaired and used as before, if application for a building permit is made to the building official within twelve (12) months of such damage. The new structure must meet the building standards, permits and approvals in effect and set forth in the zoning ordinance at the time of the event which caused damage to the structure.

(6) *Permissible uses.* The following permissible uses shall apply to all land areas within the geographic boundaries of the Height/Airspace Overlay Area and Land Use Compatibility Overlay Area.

(a) *Height/Airspace Overlay.* The Height/Airspace Overlay Map depicts the airspace height limitations within the (AEAZD) Height/Airspace Overlay Area and includes the following:

1. *Lighting.*
   a. All lighting or illumination used in conjunction with streets, parking, signs or other uses of land and structures shall be arranged and operated in such a manner that it is not misleading or dangerous to aircraft operating from the airport or in the vicinity thereof.
   b. The owner of any structure over two hundred (200) feet above ground level shall install lighting on the structure in accordance with Federal Aviation Administration Circular 70-7460, as amended.
   c. Any permit or variance granted by the city board of zoning adjustments and appeals shall be so conditioned as to:
      (I) Require the owner of the structure or natural growth in question to install, operate and maintain thereon such markers and lights as may be necessary to indicate to pilots the existence of an airport hazard; or
      (II) Require the owner of the structure or natural growth in question to permit the Gulfport-Biloxi Regional Airport Authority to install, operate and maintain thereon such marker and lights as may be necessary to indicate to pilots the existence of an airport hazard.
2. *Height.*
   a. Any structure, natural growth or use of land whose height would exceed the federal obstruction standards as contained in Part 77, Subpart C of the Code of Federal Regulations, relative to the primary surface, approach surface, transitional surface, horizontal surface and conical surface, in effect on the date of adoption of this amendment to the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) is prohibited.
   b. No building permit may be issued for any structure within the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) the height of which will be constructed to within ten (10) feet of penetrating any primary surface, transitional surface, approach surface, horizontal surface or conical surface as such are reflected on the official height/airspace map incorporated into the zoning ordinance, unless the city planning division administrator has certified that the proposed structure will not constitute an airport hazard as defined in subsection (2)(c).
   c. No addition, construction, alteration or renovation to any commercial or residential structure within the runway protection zone will be allowed without development review by the Gulfport-Biloxi Regional Airport Authority of the proposed addition, construction, alteration or renovation prior to the issuance of a building permit.
3. *Electronic interference.* No operations from any use shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.

(b) *Land use compatibility overlay.* The land use compatibility overlay map, which presents the geographic area affected by said regulations, is shown on the official zoning map. Table A, Airport Environs Area Land Use Compatibility Table, contained herein, presents permissible and nonpermissible uses by land use compatibility overlay subdistrict area and by land use type. All proposed uses and structures must comply with these standards.

1. *Land use compatibility locational standards.*
   a. Parcels partially within the Land Use Compatibility Overlay Area.
      (i) That portion of any parcel which falls without the Land Use Compatibility Overlay Area shall be treated in the same manner as parcels wholly without the Land Use Compatibility Overlay Area, and shall be governed by the planning and zoning regulations of the relevant local authority, except as to height; notwithstanding that when an avigation easement is required by subsection (7) of this article, the avigation easement shall be made to apply to the entire parcel or project.
      (ii) That portion of the parcel falling within the Land Use Compatibility Overlay Area shall be treated in the same manner as parcels wholly within the Land Use Compatibility Overlay Area, using the procedures established in this ordinance.
      (iii) The owner of the entire parcel may act to subdivide the parcel, so as to create two (2) parcels, one wholly without the Land Use Compatibility Overlay Area and one wholly within the Land Use Compatibility Overlay Area. When the owner does so, all applicable use restrictions and zoning requirements of the city zoning ordinance shall apply to each parcel separately.
   b. Parcels wholly within the Airport Environs Area.
      (i) Permissible uses are those uses indicated as compatible in the Airport Environs Area Land Use Compatibility—Table A.

(ii) Those uses indicated as "Yes—with restrictions," must be approved in writing by the planning division administrator when he or she is satisfied that the restriction has been satisfied.

(7) *Avigation easement.* Relative to the nonpermissible uses, and uses compatible with restrictions, as per Table A, and in the case of a variance or special exception or planning commission approval, the applicant, prior to receiving final approval of said request, shall convey to the Gulfport-Biloxi Regional Airport Authority an avigation easement permitting the right of flight in the airspace and all other stipulations and restrictions of the easement above the subject property. Such easement shall be supplied in a form prescribed by the city planning division administrator in conjunction with the Gulfport-Biloxi Regional Airport Authority and shall be recorded in the land records in the office of the Chancery Clerk, First Judicial District, Harrison County, Mississippi. When an avigation easement is required by this ordinance, it shall be made to apply to the entire parcel of land. When a project consists of multiple parcels of land, the avigation easement will be made to apply to all parcels used in the project whether or not a specific parcel lies within an area where an avigation easement would be required.

(8) *Notice to purchasers.* The means of providing notification of potential impact from aircraft operations shall be as follows:

(a) Surveyors who perform legal surveys within the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) shall make a notation on the final survey or plat, which discloses that the parcel or any portion thereof, lies within the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD). The disclosure shall also state that more information concerning the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) may be obtained by making inquiries at the office of the department of urban development planning division. Notification of this requirement shall be mailed, by certified letter to the offices of all licensed surveyors in both the city and county.

(b) If a parcel is located within the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD), that fact may be noted on all tax notification statements sent out by the local taxing authority, and/or the city.

(c) Maps which depict the boundaries of the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD) may be reviewed as the planning division offices. These maps shall also indicate which tax parcels are located therein.

(d) The department of urban development-planning division shall notify the legal and real estate communities of the existence of the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD). The notice shall provide information which describes the special restrictions and/or requirements relative to parcels located therein.

(9) *Development review.* The zoning compliance process for the city shall apply to the Gulfport-Biloxi Regional Airport Environs and Airspace Zoning District (AEAZD), with the following additions:

(a) *Gulfport-Biloxi Regional Airport Authority staff review.* A copy of an

application for zoning compliance under the AEAZD District, including the development plan, shall be provided within five (5) days of submittal by the applicant, by the city to the staff of the Gulfport-Biloxi Regional Airport Authority, which will provide comment to the city planning division administrator within fifteen (15) days of receipt.

(10) *Development plan.* A development plan as identified herein shall be submitted in addition to the submittal requirements for zoning compliance and said plan shall include, at a minimum, technical substantiation, maps, plans, drawings, and such other information as is necessary to show:

(a) *Site/LDN contour map.* Zoning district boundaries shall be superimposed on a site plan of the development to show aircraft-generated sound levels depicted on the official noise exposure map projected for the property. All maps should be drawn to a scale designated by the city planning division administrator.

(b) *Location of structures.* The placement of all existing and proposed buildings and structures shall be shown located on the site/LDN contour map.

(c) *Height of structures.* At least a front elevation of all structures showing the maximum height of each above National Adjusted Vertical Datum (NAVD) shall be provided unless upon review by the planning division it is determined that no proposed structure will be constructed to within ten (10) feet of penetration of any primary surface, transitional surface, approach surface, horizontal surface or conical surface.

(d) *Specification of uses.* Identification of the uses to occur within each structure or activity area shall be designated on the site/LDN contour map.

(e) *Narrative description.* A narrative shall be provided describing the location of the site, its total acreage, existing character and use, the concept of the proposed development or use, and the relation of the proposed development plan to the city's land-use plan.

(11) *Development review criteria.* The development plan described in subsection (10) shall be reviewed and evaluated using, at a minimum, the following criteria:

(a) *Proposed uses.* All elements of the proposed development are consistent with Table A, Land Use Compatibility Standards.

(b) *Siting.* Buildings and structures should be located the greatest distance from the noise source, taking maximum advantage of existing topographical features to minimize noise impact, and within zoning district requirements, such as required setbacks. Buildings and structures should be oriented to minimize exposure to the noise source and building openings, such as windows, should be located away from the noise source.

(c) *Passive outdoor recreation space.* The amount of passive outdoor recreational space where individuals would be subject to noticeable or severe levels of noise should be minimized. Landscaping materials should be used to deflect noise.

(d) *Surface penetration.* Reviewed for possible penetration of any of the surfaces depicted by the height/airspace overlay.

(12)

Field testing of interior sound levels. Field testing of interior sound levels may occur as requested by the applicant, property owner, and/or city. Such field testing may be provided by the staff of the Gulfport-Biloxi Regional Airport Authority provided sufficient staff resources, time, and equipment are available; otherwise, such testing shall occur at the expense of the property owner.

TABLE A

AIRPORT ENVIRONS ZONING DISTRICT COMPATIBILITY TABLE

		Subdistrict	
Land Use			
	65-70 LDN	70-75 LDN	75 or greater LDN
Residential			
Single- and two-family	Y1	Y1	N
Multifamily	Y1	N	N
Manufactured housing, mobile homes	N	N	N
Hotels, motels and lodges	Y2	Y3	N
All other residential	Y1	Y1	N
Commercial			
Retail	Y	Y2	Y3
Business services	Y	Y2	Y3
Personal services	Y	Y2	N
Professional services	Y	Y2	Y3
Offices	Y	Y2	N
All other commercial	Y	Y2	Y3
Manufacturing			
Manufacturing, warehousing, distribution	Y	Y2	Y3
Parking facilities	Y	Y2	Y3
All other manufacturing	Y	Y2	Y3
Public and semi-private			
Hospitals, nursing homes	Y2	Y3	N
Other medical facilities	Y	Y2	Y3
Educational facilities	Y2	Y3	N
House of worship, public assembly	Y2	Y3	N

Government facilities	Y	Y2	Y3
Parks, recreation	Y	Y2	Y3
All other public and semi-public	Y	Y2	Y3
All other uses	Y	Y2	Y3

NOTES

Y	Land use is permitted.
Y*	Land use is permitted with restrictions.
1	Interior noise level reduction of 10dB is required in the 65-70 LDN area and 15dB in the 70-75LDN area.
2	Interior noise level reduction of 10dB is required for all areas where the public is received, office areas, noise-sensitive areas, or where the normal noise level is low.
3	Interior noise level reduction of 15dB is required for all areas where the public is received, office areas, noise-sensitive areas, or where the normal noise level is low.
N	Land use is prohibited.

(l) *Naval Construction Battalion Center Military Influence Overlay District.*

(1) *Purpose.* The Naval Construction Battalion Center Military Influence Overlay District (NCBC MIOD) is hereby created with the following purpose: to ensure that the continually changing mission of the installation is facilitated to the greatest extent possible. The city shall support the Naval Construction Battalion Center Gulfport so that the installation remains viable and able to complete its mission. The MIOD shall serve as an overlay district that identifies properties that may be affected by military training and applies additional standards and requirements to those properties in order to encourage compatible land use patterns, protect the public health, safety and welfare, and to help prevent encroachment from incompatible development. In the case of conflicting standards and requirements, the more stringent standards and requirements shall apply.

(2) *District boundary.* The NCBC MIOD includes an area located within ¼ mile of the property boundary line of the Naval Construction Battalion Center Gulfport and the area located within the noise contours as shown on Map 1. The geographic location of this district is indicated on the city's official zoning map, having been duly adopted by the city as per the requirements of this zoning ordinance provision.

(3) Development review. The development review process for the city shall apply to the NCBC MIOD, with the following additions:

(a) The city shall consider the Naval Construction Battalion Center Gulfport input and concerns during its review of planning, regulatory, and development proposals located within the NCBC MIOD. The city shall assess the compatibility of such planning, regulatory and development proposals as provided in the following criteria:

1. Whether such proposal is compatible with the findings of the NCBC Gulfport + Special Areas Joint Land Use Study (JLUS) approved by Resolution on August 8, 2017.
2. Whether the mission of the Naval Construction Battalion Center Gulfport will be adversely affected by the proposal.
3. Whether such proposal creates any frequency interferences that are incompatible with the frequency spectrum of the Naval Construction Battalion Center Gulfport. To implement this provision, the city shall require that any new telecommunication facility or proposed development that warrants a Federal Communications Commission (FCC) license and are located within the NCBC MIOD boundary submit an application specifically describing any frequency spectrum that is generated or emitted by the proposal to the Urban Development Planning Division Administrator as part of the Development Order Application. As part of the review process, the application will be forwarded to the Naval Construction Battalion Center Gulfport Commanding Officer for review and comment.

(4) *Buffering plan.* A buffering plan shall be required for all new development or redevelopment on parcels located immediately adjacent to the Naval Construction Battalion Center Gulfport property line and share a common property boundary. Prior to the Development Review Process, the buffering plan shall be jointly reviewed by the Urban Development Planning Division Administrator and the Naval Construction Battalion Center Gulfport Commanding Officer.

The buffering plan shall consist of visual screening through fences and/or walls that serve several functions including, establishing a setback from the Naval Construction Battalion Center Gulfport property line, land use buffering and noise attenuation, privacy, and security. These structures shall be designed to provide a unifying element and to be aesthetically pleasing. The exact design, height, and location shall be determined during the processing of site-specific development plans. Earth berms shall not be allowed as part of the buffering plan.

(6) *Noise contours.* The NCBC MIOD contains two noise contours that consist of the 87 dB Peak Noise Contour and the 104 dB Peak Noise Contour as defined in the 2017 Range Compatible Use Zones Study for the Naval Construction Battalion Center Gulfport and depicted on Map 1. The city shall inform all applicants of any proposed map amendment, re-zoning application, variance, conditional use permit, application for development order or proposed development located within the NCBC MIOD noise contours that the property is subject to potential military training related noise. The city will provide to the applicant information regarding the Naval Construction Battalion Center Gulfport and 2017 Range Compatible Use Zones Study, along with optional sound-level reduction standards that could be implemented to mitigate or reduce nuisances caused by military training activities within the noise zones.

(7) *Joint review.* A copy of any proposed map amendments, re-zoning applications, variances, conditional use permits, applications for development orders, and amendments to the city's land development regulations which are proposed in or affect any area found to be in the NCBC MIOD, including the development plan, shall be provided by the city within five (5) business days of a complete submittal to the Naval Construction Battalion Center Gulfport Commanding Officer, who will provide comment(s) to the Urban Development Planning Division Administrator within ten (10) business days of receipt.

(K) *Chart of permitted uses.*

(1) *Conditions governing permitted uses.* Permitted uses shall be governed by conditions set out in the three categories following:

(a) *Uses by right.* The uses listed below are permitted subject to the conditions specified. (R)

(b) *Uses requiring planning approval.* The uses listed below are permitted upon approval of location and the site plan thereof by the planning commission as being appropriate with regard to transportation and access, water supply, waste disposal, fire and police protection, and other public facilities, as not causing undue traffic congestion or creating a traffic hazard, and as being in harmony with the orderly and appropriate development of the district in which the use is located. (P)

(c) *Special exception uses.* The uses listed below are subject to the same approval of location and site plan as uses requiring planning approval; in addition, these uses are declared to possess such characteristics of unique or special form that each specific use shall be considered an individual case and shall be subject to approval of the board of adjustment in accordance with the provisions of section VIII governing special exceptions. (X)

(d) *Enclosure of uses.* Every use in any district, except an I-1 or I-2 district, shall be conducted entirely within a completely enclosed structure unless expressly exempted from enclosure requirements.

In any district, except R-1 and R-2 districts, merchandise can be displayed within twelve (12) feet from either the front or side wall of any structure; provided, however, that in no event shall any merchandise be allowed for display within any area designated as required parking spaces. Further, notwithstanding the type or existence of any covered area, including, but not limited to, any contiguous or noncontiguous covered area, awning, porch, roof overhang or roof extension, merchandise can be displayed within this confined area designated herein along and adjacent to only one (1) perimeter wall of the structure, subject to the limitations and restrictions set forth herein.

(2) *Schedule of uses.* Property lying within each of the district as reflected by the official zoning map shall be used only for the purpose as hereinafter set forth, and in accordance with the provisions of section III-E of this ordinance. The uses permitted in each of the types of districts are listed below. For any use not specifically listed, the building official and the planning director shall jointly make a determination of the districts in which such use shall be permitted as a use by right, a use requiring planning commission approval, or a special exception use based on its similarity in nature and character to uses that are listed. If, however, the building official and the planning director cannot agree on an appropriate determination, the board of adjustment shall make the decision.

CHART OF PERMITTED USES

* Need not be conducted entirely within a completely enclosed structure.

R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed ± = T zones removed (see definitions)

Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-3	B-4	E-G	I-1	I-2
RESIDENTIAL																			
Dwelling, one-family	R	R	R	R	R	R	R	R	R	R	R	R	—	—	P	—	—	—	—

Dwelling, one-family, as an accessory or industrial use	—	—	—	—	—	—	—	—	—	—	—	—	P	P	P	P	—	P	P
Dwelling, two family	—	—	—	—	—	—	P	R	R	R	R	R	—	—	P	—	—	—	—
Dwelling, multiple-family	—	—	—	—	—	—	—	R	R	R	R	R	P	P	R	—	—	—	—
Dwelling, townhouse	—	—	—	—	—	—	—	R	R	R	R	R	P	P	P	—	—	—	—
Dwelling, zero lot line	—	—	—	—	—	P	P	R	R	R	R	R	—	—	P	—	—	—	—
Mobile home, on an individual lot	R	R	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—	—
Hotel, motel, including restaurant and lounge enclosed within the structure of the main building (a "hotel" or "motel" shall not be considered a "residential use" for purposes of location of a medical cannabis dispensary only)	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	R	—	—
Hotel, motel, including automobile filling station as an accessory use only (a "hotel" or "motel" shall not be considered a "residential use" for purposes of location of a medical cannabis dispensary only)	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	—	—
Mobile home subdivision	—	—	—	—	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—
Mobile home park	—	—	—	—	—	—	—	P	P	—	—	P	—	—	—	—	—	—	—
Recreational vehicle park	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—	—
Rooming house/Boarding house	—	—	—	—	—	—	—	X	—	—	X	X	X	X	—	—	—	—	—
Bed and breakfast	—	—	—	—	—	—	—	X	X	X	R	R	P	P	—	X	—	—	—
Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
MANUFACTURING																			
Commercial—Uses permitted in B-2, with additional setbacks	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	—	—

Industrial—Uses permitted in I-1, with additional setbacks	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—
Abrasives manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Acetylene gas manufacture and/or storage	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Acid manufacture: Hydrochloric, nitric, picric, sulphuric, sulphurous, carbolic	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Air products manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Alcohol distillation and/or storage	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Ammonia, bleaching powder and chlorine manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Animal black, lampblack, bone black, manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	X
Animal reduction	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Asbestos products manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Asphalt products manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Automobile manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Automobile and truck body manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Battery manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Beverage manufacture (nonalcoholic)	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Boat building	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	R	R
Boiler or tank works	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Bones, distillation	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Brewery	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Brooms and brushes manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	R

Butane and other liquefied petroleum gas products storage and sales*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Cabinet or carpenter shop	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	R	—
Cannabis Disposal Entity; Cannabis Processing Facility (See definitions for distance requirements)	R±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Cannabis Disposal Entity; Cannabis Processing Facility (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P
Canvas products manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	R	—
Caustic soda manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—		—	R
Cement, lime, gypsum and plaster manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Chemicals (heavy or industrial) manufacture and/or processing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Clay and clay products manufacture*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Clothing manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	R	R
Coffee roasting	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—
Concrete and concrete products manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Cotton compress	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Cotton ginning and baling	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Creamery, including ice cream manufacture, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—

Detergents, soaps and by-products using animal fat, manufacturing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Disinfectant, insecticide or poison	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Drug manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Dyestuff manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Electroplating	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Explosives, fireworks and gunpowder manufacture and/or storage	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Felt manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Fertilizers manufacture or processing and storage	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Food products manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Foundry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Frozen food manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Fungicides manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Fur dyeing, finishing and storage; no tanning	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	R	—
Glass manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Glass products manufacture: From glass stock	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Grain drying or feed manufacture from refuse, mash or grain	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Grain milling, storage and elevators	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Graphite manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Hair products manufacture or processing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Hardware manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R

Ice manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Insulation manufacture or fabrication	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Linoleum manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Mattress manufacture and rebuilding	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Meat slaughtering and/or packing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Metal ingots, pigs, castings, sheets or bars manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Metal sharpening	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—
Metal products fabrication	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Millinery manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	R
Millwork and similar wood products	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Novelty and souvenir manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—
Office equipment and supplies manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—
Oils and fats manufacture: Animal and vegetable	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Orthopedic brace or artificial limb manufacture	—	—	—	—	—	—	—	—	—	—	—	X	R	R	—	—	—	—	—
Packing and gasket manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Paints, pigments, enamels, japans, lacquers, putty, varnishes, whiting, and wood filler, manufacture or fabrication	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Paper products manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Paper, pulp, cellulose and rayon manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R

Petroleum and petroleum products, manufacturing, processing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Plastic fabrication	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Plastics manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Potash works	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Poultry (live) storage and/or dressing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—
Printing, publishing and allied industries	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	R	—
Rubber or gutta-percha manufacture, processing or reclaiming	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Sawmill or planing mill	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Shoe manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Shoe polish or stove polish manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Soda and washing compound manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Sporting goods manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—
Sugars and starches manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Syrup manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Tar manufacture or distillation	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Textile mill	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Tire grinding: Entirely within the confines of an enclosed building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	R
Tool manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Toy manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Trailer manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Water distillation	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—

Welding shop	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Wood preserving by creosote or other impregnation treatment	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
COMMUNICATION, TRANSPORTATION, AND UTILITIES																			
Commercial—Uses permitted in B-2, with additional setbacks	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	—	—
Airport, accessory uses and support services	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P
Automobile storage (commercial) including parking lots*	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	—	R	P
Bus benches, bus shelters; may be considered for only those locations that have been designated by the appropriate transit authority as bus stops (Coast Transit Authority stop)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Cannabis Transportation Entity (See definitions for distance requirements)	P±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Cannabis Transportation Entity (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P
Electric power generating station	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R

Electric substation: Must be enclosed within a fence ten (10) feet high designed in such a manner as to render the facility inaccessible to unauthorized persons and screened to protect the aesthetic character of the area*	—	—	—	—	—	P	—	P	—	—	P	P	R	R	R	—	P	R	R
Electric substation: Must be enclosed within a chainlink or similar fence, or raised above ground so as to be inaccessible to unauthorized persons*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Freight depot, railway and/or truck	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Garbage dumping/landfill*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Gas regulator station	—	—	—	—	—	P	—	P	—	—	P	P	R	R	R	—	—	R	R
Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking lot	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	R	R
Pipeline or electric transmission line: Rights-of-way for pipelines or transmission lines of 44KV potential and above, over and across private property*	—	—	—	—	—	P	—	P	—	—	P	P	P	P	P	—	—	P	P
Radio and television broadcasting transmitter or relay tower	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	P	R	R
Radio and television broadcasting studio	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	P	—	P
Radio towers	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	R	R
Railroad facilities*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Railroad facilities; except shops*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—

Railroad rights-of-way; but not including shops, yards, and team trucks*	—	—	—	—	—	P	—	P	—	—	P	P	P	P	P	—	—	P	P
Seaport and related port activities	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Sewage disposal plant	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	R
Telephone exchange; not including shops or garages	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	—	—	—
Telephone exchange; including shops and garages	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—
Truck fleet storage (commercial)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Utility warehouse or storage facility*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Water storage*	—	—	P	—	—	P	—	P	—	—	P	P	R	R	R	—	P	R	R
Water or sewage pumping station	—	—	P	—	—	P	—	P	—	—	P	P	P	P	P	—	P	P	P
RETAIL AND WHOLESALE TRADE																			
Commercial—Uses permitted in B-2, with additional setbacks	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	—	—
Air conditioning sales and service	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Antique store; not including refinishing or repairing	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	—	R	—	—
Apparel and accessory store	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Appliance store; including radio, TV and air conditioning	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—
Apothecary: Limited to the sale of pharmaceuticals and medical supplies	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—

Automobile and truck sales and repair; but not including commercial wrecking, dismantling or auto salvage yard. The unenclosed part shall comply with the requirements for maintenance of off-street parking facilities, except the prohibition of sales.* The unenclosed part must be enclosed within a fence at least ten (10) feet high and at maximum opacity to obstruct view, noise and passage or persons; chainlink or similar fence will be permitted if screen planting which provides maximum opacity is provided	—	—	—	—	—	—	—	—	—	—	—	—	P	R	R	R	—	R	—
Auto sales of less than 50 vehicles, etc.	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—	—
Automobile wrecking, dismantling or salvage: Must be enclosed within a fence at least ten (10) feet high and at maximum opacity to obstruct view, noise and passage of persons; chainlink or similar fence will be permitted if screen planting which provides maximum opacity is provided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X
Bait store or sales (live)	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	R	—
Bakery, retail	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Bakery, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	R	R
Barber and beauty supplies and equipment sales	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—

Bicycle and/or lawn mower sales and repair	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Boat sales, accessories and service*	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	P	R	R
Book store	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	—	R	—	—
Building specialties store	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—
Business machines store	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	—	—	—
Butane and other LP gas products storage and sales*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Camera and photographic supplies	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—
Candy, nut and confectionery	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Catering shop	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	—	R	—	—
Convenience stores, freestanding														P					
Dairy equipment sales	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Dairy products sales	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	R	—	—
Delicatessen	—	—	—	—	—	—	—	—	—	—	—	R	R	R	X	R	R	—	X
Department store	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—
Drugstore	—	—	—	—	—	—	—	—	—	—	—	P	R	R	R	—	R	—	—
Dry goods or fabric store	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Dry goods, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	R	R
Farm equipment and supplies sales*	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Feed store	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Fixture sales	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Floor covering sales	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—
Floral shop	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	R	—	—
Food products, wholesale storage and sales	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R

Fruit and produce, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Fruit store	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	R	—	—
Furniture store, retail	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—
Garden supplies store: Handling packaged fertilizer and no other type fertilizer	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	—	—	—
Gift shop	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	—	R	—	—
Glass store	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	—
Grocery store, retail	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Hardware store, retail	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Hardware, wholesale storage and sales	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	R
Hobby supply store	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Jewelry store; including repairing of jewelry, watches and clocks	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Landscape garden sales*	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—
Leather or luggage store	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	—
Liquor store/package store shall operate in compliance with Miss. Code Ann. § 67-1-51, as amended, and applicants must demonstrate and certify that they meet the distance requirements set forth in state law or adopted state regulations (e.g., Miss. Code Ann. § 67-1-51 (3), as amended)	—	—	—	—	—	—	—	—	—	—	—	—	X	X	X	—	—	—	—
Lounge/tavern/bar/daiquiri shop/nightclub	—	—	—	—	—	—	—	—	—	—	—	R	X	X	R	R	—	—	—
Lumber yard and building materials*	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	R	R

Machinery, tools and construction equipment sales and service	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Mail-order house	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	R	R
Marina	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	P	P	P
Marine stores and supplies	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	R	—
Medical Cannabis Dispensary (See definitions for distance requirements)	—	—	—	—	—	—	—	—	—	—	—	—	—	R±	R	—	—	—	—
Medical Cannabis Dispensary (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	—	—	—	—	—	—	—	—	—	—	—	—	—	P±	P	—	—	—	—
Medical supplies, retail	—	—	—	—	—	—	—	—	—	—	—	—	P	R	—	—	—	R	—
Medical supplies, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	R	R

Microbrewery/Craft brewery—a small or independent brewery that annual produces no more than 15,000 US beer barrels (1,800.000 L), provided that no part of such establishment or facility, including any parking lot used thereby, shared or otherwise, shall be located closer than one thousand (1,000) feet to any church, school, kindergarten, funeral home, day-care center, museum or learning center, educational facility, library, night club, dance hall, with the sole exception that a " Microbrewery / Craft brewery " located within the (central business) district shall not be subject to the distance requirements from the above mention uses. The applicant must provide written certification that the proposed Microbrewery / Craft brewery meets the distance requirements set forth herein.	—	—	—	—	—	—	—	—	—	—	—	—	P	P		P	—	R	R
Mobile home sales	—	—	—	—	—	—	—	—	—	—	—	—	P	R	—	—	—	—	—
Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Motorcycle sales and service	—	—	—	—	—	—	—	—	—	—	—	—	P	R	—	—	—	R	—
Music store	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Newsstand	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—

Night clubs/dance halls, provided that no night club and/or dance hall or any part of such establishment or facility, including any parking lot or space used thereby, shared or otherwise, shall be located closer than six hundred (600) feet to any church, school, kindergarten, funeral home, day-care center, museum or learning center, education facility, library, liquor store, free-standing lounge or tavern, or other same or similar establishment or use as a night club and/or dance hall. This distance shall be measured from closest point on structure to closest point on adjacent or nearby structure or closest point on parking lot or space to closest point on adjacent or nearby parking lot or space, whichever is closer. The applicant must provide written certification that the proposed night club and/or dance hall meets the distance requirement set forth herein, (Note: The use is specifically prohibited in the B-4 zoning district.)	—	—	—	—	—	—	—	—	—	—	—	—	X	X	—	—	—	R	—
Nursery, day-care, kindergarten	—	—	—	—	—	X	—	X	—	—	X	X	R	X	R	X	—	R	X
Office equipment and supplies, retail	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—
Office supplies, printing 2,500 sq. ft.	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—

Oil well supplies and machinery*	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—	R	R
Optical goods, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	R	R
Paint and wallpaper store	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—
Paper supplies, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	R	R
Pawn shop	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	X	—	—	R
Pet shop	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	—
Pet shop: Fish and related materials	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Petroleum and petroleum products bulk storage and distribution	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Restaurant	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	R	X	X
Restaurant, drive-in	—	—	—	—	—	—	—	—	—	—	—	—	P	R	X	—	—	—	—
Restaurant, drive-through where there is ingress and egress from a major thoroughfare	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—
Restaurant, supplies sales	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Roofing and sheet metal shop	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Seafood store, retail	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	P	R	R
Seafood store, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	R	R
Seed store	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	—	R	—
Shoe store, retail	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Shoe store, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—
Shooting range	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	P	—	—	—
Sporting goods store, retail	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Sporting goods store, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—
Stockyards*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X

Stone monument sales, retail; may include cutting and processing of merchandise sold at retail on site	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—
Surgical or dental supplies store	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—
Tile shop	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—
Tire shop	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—
Tobacco store	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	—
Toy store	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Trailer or mobile homes sales*	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Variety store: Limited to the sale of items which may be sold by any other use in this district	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—
Vegetable and/or fruit store	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Warehouse	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	R	R
SERVICES																			
Commercial—Uses permitted in B-2, with additional setbacks	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	—	—
Air conditioning sales and services	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Animal kennel	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	R	R
Armory	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	R
Automobile and truck fleet maintenance shops and garages	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—	R	R

Automobile filling station: Where primary function is retail sale of gasoline, oil, grease, tires, batteries and accessories and where services are limited to installation of items sold, washing, polishing, tire changing and greasing; fuel pumps need not be enclosed	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	—	R	R
Automobile filling station, service and repair: But not including commercial wrecking, dismantling or auto salvage yard; need not be enclosed within structure provided the unenclosed part shall comply with requirements for maintenance of off-street parking facilities except prohibition of sales*	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Automobile laundry: Where primary function is washing automobiles and/or pickups, but not including trucks or tractor trailers; operations [shall be conducted only within an enclosed structure, and all wastes] shall be discharged directly into the sewer. (Shall be used only by vehicles up to eight thousand (8,000) pounds gross weight, and having wheels not exceeding seventeen (17) inches in diameter.)	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—	—

Automobile and truck body repair conducted within an enclosed structure. The storage yard for vehicles awaiting repair or delivery to owner must be enclosed within a fence at least ten (10) feet high and at maximum opacity to obstruct view, noise and passage or persons; chainlink or similar fence will be permitted if screen planting which provides maximum opacity is provided	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	R	R
Bank	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	P
Barbershop or beauty shop	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Blood banks/Plasma centers>Tc>—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	X	—	—	—	—
Blueprinting and photostating	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—
Business college	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—
Cannabis Research Facility; Cannabis Testing Facility (See definitions for distance requirements)	P±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Cannabis Research Facility; Cannabis Testing Facility (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P
Carting, express, crating, hauling and storage	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	R	R
Cemetery	—	—	—	—	—	—	—	P	—	—	—	—	—	—	—	—	—	—	—

Church; including parish house, community house and educational building	—	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	—	—	—
City hall, police station, courthouse, federal office building, post office	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	R	—	—
Clinic, dental or medical	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	—	—	—	—
Cold storage plant	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
College or university	—	—	—	—	—	P	—	P	—	—	—	P	—	R	—	—	—	—	—
College student center	—	—	—	—	—	P	—	P	—	—	—	R	R	R	—	—	—	—	—
Contractors' office, including limited indoor storage of equipment, materials and/or supplies	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	R	R
Contractors' storage yard for vehicles, equipment, materials, and/or supplies*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Correctional, detention or penal institution	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—	—	—
Diesel engine repair	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—	R	R
Dog pound*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	X
Dry-cleaning, self-service	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—	—
Dry-cleaning	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—
Electric repair shop	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Elevator maintenance and service	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Exterminators	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Fire station	—	—	P	—	—	P	P	—	—	—	P	P	P	P	P	—	R	P	P
Fix-it shop: Including small appliance repairs	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—

Food locker plant: Renting only individual lockers for customer storage of food; cutting and packaging of meats and game, but not including slaughtering or eviscerating thereof	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Funeral home, mortuary or undertaking establishment	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—	—
Furniture repair; including upholstering and refinishing	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	R	—
Hospital or sanitarium	—	—	—	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—	—
Incinerator	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Interior decorating shop	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—
Junkyard; including storage, baling or sale of rags, paper, iron or junk; must be enclosed within a fence at least seven (7) feet high and adequate to obstruct view, noise, and passage of persons; chainlink or similar fence will be permitted if screen planting is provided*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Laboratory	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	R
Laboratory: dental, medical or optical	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	R	R
Laundry, self-service	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	—	—	—	—
Laundry and/or dry-cleaning pickup station	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—
Laundry, linen supply or diaper service	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	R	R	P
Loan office	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—
Locksmith	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	—	—	—
Machine shop	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Miniwarehouse	—	—	—	—	—	—	—	—	—	—	—	—	P	R	—	—	—	R	—

Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Nursery, day-care or kindergarten	—	—	—	—	—	X	—	X	—	—	X	X	R	X	X	—	P	—	—
Nursing home	—	—	—	—	—	—	—	X	—	—	—	P	—	—	—	—	—	—	—
Office	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	R	—	R	R
Optician	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—
Painting and decorating contractor	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Passenger depot, railway or bus	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	—
Photographic studio and/or processing	—	—	—	—	—	—	—	—	—	—	—	—	P	R	R	—	R	—	—
Picture framing and/or mirror silvering	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	R	—	—
Pipe storage yard	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Plumbing shop	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Police substation, including highway patrol	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	R	—	—
Post office, branch	—	—	—	—	—	—	—	—	—	—	—	P	R	R	—	—	—	—	—
Pressing, altering and repair of wearing apparel	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—
Radio and television repair shop	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	—	—	—
Reducing salon	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	P	—	—
Rug cleaning	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Sand and travel storage yard*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Schools, elementary and/or secondary; meeting all requirements of the law of the State of Mississippi pertaining to public education	—	—	P	—	—	P	—	P	—	—	P	P	—	—	—	—	—	—	—
Shoe repair shop	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—

Sign shop	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Small animal clinic	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Small animal clinic with boarding facilities	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—	—
Studio for professional work or teaching of fine arts, such as photography, drama and speech	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	—	R	—	—
Studio for dance or music	—	—	—	—	—	—	—	—	—	—	R	R	R	R	R	—	R	—	—
Tailor shop	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	—	—

A tattoo parlor will be allowed with planning commission approval in B-2 and B-4 zoning districts and allowed by right in an I-2 zoning district under the "services" category. Conditions: Any part of such establishments or facilities, including any parking lot or space used thereby, shared or otherwise, shall not be located closer than one thousand (1,000) feet to any church, school kindergarten, funeral home, day care center, museum or learning center, educational facility, or library. This distance shall be measured from closest point on the nearby structure or closest point on parking lot or space to closest point on adjacent or nearby parking lot or space, whichever is closer. The applicant must provide written certification that the proposed tattoo parlor meets the distance requirement set forth herein.	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	X	—	—	—
Taxidermist	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—

Towing and wrecker services; conducted within an enclosed structure. The storage yard for vehicles awaiting repair or delivery to owner must be enclosed within a fence at least ten (10) feet high and a maximum opacity to obstruct view, noise and passage or persons; chainlink or similar fence will be permitted if screen planting which provides maximum opacity is provided •See section VI. Off-street Parking, (6) Wrecker Yard for specific requirements.	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	R	—	R	R
Trailer park. (Specific provisions for this use are contained in Chapter 26 of the Code of Ordinances of the City of Gulfport.)																			
Trade school	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	P	—	R	P
Transit vehicle storage and servicing	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	R
Urban banks (cash advance/payday loans)	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	X	—	—	—
Venetian blind and metal awning fabrication and cleaning	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	R	—
Veterinary hospitals														P					
Vulcanizing shop, including retreading and recapping	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	R	—		R
CULTURAL, ENTERTAINMENT, RECREATION																			
Commercial—Uses permitted in B-2, with additional setbacks	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	—	—

Amusement, indoor commercial: Must be conducted entirely within a completely enclosed structure	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—
Amusement, outdoor commercial*	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	P	P	—
Art gallery or museum	—	—	—	—	—	—	—	P	—	—	R	R	R	R	R	—	R	—	—
Auditorium	—	—	—	—	—	—	—	—	—	—	—	X	—	—	R	—	R	—	—
Billiards and pool halls														P					
Carnival or circus: As a temporary use or permit issued by the building official, such permit to be good for period not exceeding three (3) days and renewal for not more than one such period	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	R	R
Club or lodge, private	—	—	—	—	—	—	—	P	—	—	P	P	R	R	R	—	R	—	—
Fairgrounds, baseball park and stadium	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	P	—	—
Fortune telling, etc.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	—	—	—

Gaming establishment. Any gaming establishment located wholly on property owned by the State of Mississippi shall not receive approval by the City of Gulfport of the proposed use but the gaming establishment shall meet all other supplemental gaming regulations. Any gaming establishment shall be located on property that is adjacent to and contiguous with U.S. Highway 90 or in some part adjacent to and contiguous with the Mississippi Sound or adjacent harbor areas. This use only applies to properties eligible for gaming establishments based on applicable state laws and is limited to properties or areas that have a minimum of seven (7) contiguous acres of land, which minimum acreage is comprised of uplands or fastlands only and not bottomlands or tidelands.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—
Golf course: But not including commercial miniature course or commercial driving ranges*	—	—	P	—	—	P	—	P	—	—	—	—	—	R	—	—	P	—	—
Gymnasium	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—
Library or reading room	—	—	—	—	—	—	—	P	—	—	R	R	R	R	R	—	—	—	—
Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Park or playground (public)*	—	—	R	—	—	R	—	R	—	—	R	R	R	R	R	—	R	—	—
Recreation centers (public)	—	—	P	—	—	P	—	P	—	—	R	R	R	R	R	—	R	—	—

Shooting range	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	P	P	P	
Theater, indoor	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	—	—	—	
Theater, outdoor*	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	P	P	—	
Water related:																				
Recreational uses	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—	
Harbors and their customary accessory uses	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—	
Piers	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—	
Boat launches	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—	
Land based fueling docks	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—	
Land based bait stores	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—	
Land based concessions	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—	
Land based restrooms	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—	
YMCA, YWCA, or similar institution	—	—	—	—	—	—	—	—	—	—	P	R	R	R	R	—	R	—	—	
RESOURCES PRODUCTION OR EXTRACTION																				
Agricultural uses	R	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Aviary*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	
Cannabis Cultivation Facility (See definitions for distance requirements)	R±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	
Cannabis Cultivation Facility (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	
Hatchery: Poultry	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	

Natural production uses; including extraction of oil, gas or other natural mineral deposit, such as sand, clay, gravel	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	X
Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Rock crusher*	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Stonecutting	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R
Well drilling company	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
OTHER																			
Commercial—Uses permitted in B-2, with additional setbacks	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	—	—
Accessory use, customarily accessory to an otherwise permitted use	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Home Occupation: All zoning districts defined with an "A" will be decided on an administrative basis by the Urban Development Planning Division, except as otherwise stated. Each use must meet the criteria as set forth in the Zoning Ordinance under section I. Definitions: Home Occupation.	A	A	A	A	A	A	A	A	A	A	R	R	R	R	R	R	—	—	—
Modular structures	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Outdoor general advertising	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	R	—	R	R
Pipe storage	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R
Sales of Heavy Trucks, Equipment, Tools	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—
Servicing of Heavy Trucks, Equipment, Tools	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—

(Ord. No. 1546, § 1, 1-6-81; Ord. No. 1559, § 1, 3-4-81; Ord. No. 1598, § 1, 7-6-82; Ord. No. 1567, § 1, 7-7-81; Ord. No. 1568, § 1, 7-7-81; Ord. No. 1574, § 1, 9-29-81; Ord. No. 1617, § 1, 2-1-83; Ord. No. 1698, § 1, 4-16-85; Ord. No. 1704, § 1, 6-18-85; Ord. No. 1735, § 1, 5-6-86; Ord. No. 1739, § 1, 6-4-86; Ord. No. 1744, § 1, 8-5-86; Ord. No. 1784, § 1, 11-17-87; Ord. No. 1844, § 1, 7-5-89; Ord. No. 1866, §§ 1—3, 12-19-89; Ord. No. 1883, § 1, 8-21-90; Ord. No. 1900, § 1, 11-5-91; Ord. No. 1915, § 1,

11-17-92; Ord. No. 1952, § 1, 12-21-93; Ord. No. 1954, § 1, 3-7-94; Ord. No. 2029, § 1, 9-19-95; Ord. No. 2048, § 1, 5-7-96; Ord. No. 2054, § 1, 7-18-96; Ord. No. 2071, § 1, 1-7-97, Ord. No. 2072, § 1, 1-7-97; Ord. No. 2095, § 1, 9-2-97; Ord. No. 2105, § 1, 10-21-97; Ord. No. 2118, 12-16-97; Ord. No. 2119, § 2, 12-16-97; Ord. No. 2143, § 1, 8-4-98; Ord. No. 2153, § 1, 11-3-98; Ord. No. 2165, § 1, 3-3-99; Ord. No. 2174, § 3, 5-4-99; Ord. No. 2186, § 1, 7-20-99; Ord. No. 2209, § 2, 12-21-99; Ord. No. 2214, § 1, 1-4-00; Ord. No. 2231, § 1, 6-20-00; Ord. No. 2235, § 1, 6-5-20; Ord. No. 2269, § 1, 2-6-01; Ord. No. 2271, § 3, 2-20-01; Ord. No. 2273, § 1, 4-3-01; Ord. No. 2315, § 1, 3-20-02; Ord. No. 2324, §§ 1b., 1c., 6-19-02; Ord. No. 2351, § 1, 4-8-03; Ord. No. 2357, § 1, 6-17-03; Ord. No. 2388, § 1, 4-6-04; Ord. No. 2436, § 1, 6-9-05; Ord. No. 2437, § 1, 6-9-05; Ord. No. 2438, § 1, 6-9-05; Ord. No. 2462, § 1, 3-7-06; Ord. No. 2513, §§ 1(1)—1(3), 12-5-06; Ord. No. 2529, § 1, 3-20-07; Ord. No. 2532, § I(1), (2), 5-8-07; Ord. No. 2565, s; 1, 11-7-07; Ord. No. 2589, §§ 2—4, 5-20-08; Ord. No. 2617, § 1, 1-15-09; Ord. No. 2646, § 1, 10-21-09; Ord. No. 2680, § 2, 6-22-10; Ord. No. 2682, § 1, 6-22-10; Ord. No. 2689, § 2, 7-20-10; Ord. No. 2691, §§ 1A, 1B, 8-3-10; Ord. No. 2743, § 2, 2-21-12; Ord. No. 2746, § 1, 4-17-12; Ord. No. 2753, § 1, 8-7-12; Ord. No. 2788, § 1, 1-21-14; Ord. No. 2790, § 1, 4-22-14; Ord. No. 2799, § 1, 11-4-14; Ord. No. 2844, § 1, 12-22-15; Ord. No. 2849, § 1, 3-8-16; Ord. No. 2993, § 1, 3-19-19; Ord. No. 3130, § 1, 5-4-22; Ord. No. 3143, § 1, 6-7-22; Ord. No. 3158, § 3, 8-2-22; Ord. No. 3232, § 1, 2-7-23; Ord. No. 3246, § 1, 3-3-23)

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: ____

Address: ____

Phone number:____

If rented, then the name of owner or manager is required, along with a letter of approval from same. ____

Name of business or service to be used as home occupation: ____

Nature of business: ____

Please fill in all the appropriate blanks:

Hour of operation: 8:00 a.m. until 5:00 p.m.____

Earlier than 8:00 a.m.____

Give hours:____

Later than 5:00 p.m.:____

Give hours:____

Method of conducting business: Telephone:____

Mail order:____

Personal computer:____

Appointment:____

Traffic generation:

Is there any delivery of goods or products to the residence?____

If so, specify the number and frequency of deliveries:____

Describe size of vehicle making deliveries: ____

Is service by appointment only or are there drop-by visits by customers or clientele? ____

Specify number and frequency of visits by clients and customers: ____

Is everything made, manufactured, or provided on site? ____

Is special equipment required in production? ____

If so, describe it, giving size of motor, etc. ____

Are sales made from the premises? ____

If sales are made from other places, indicate on what basis:

Local stores on consignment: ____

Arts and crafts fairs or flea markets: ____

Trade shows: ____

I certify the above to be true and accurate as it pertains to this application. I recognize that failure to comply with the assurances made in this application may result in the denial or removal of the permit after due notice and public hearing thereon.

By:_____

Date:____

FOR STAFF USE ONLY:

Classification Assignment:

_____Administrative Services

_____Personal, Medical, or Instructional Services

_____Hobby Sales within Confines of Principal Structure

_____Hobby Sales in Detached Structure

_____Sales of a Specific Product

Assignment made by: ____ Date:____

Referred to Planning Commission: ____
(date)

Approved by Planning Commission: ____
(date)

(Ord. No. 2286, § 1, 8-8-01; Ord. No. 2299, § 1, 10-17-01; Ord. No. 2746, § 1, 4-17-12; Ord. No. 3018, §§ 1, 2, 10-22-19)

Sec. IV. - Supplementary regulations.

(A) *Supplementary use regulations.*

(1) *Structure to have access.* Every structure hereafter erected or moved shall be so located on a building site as to provide safe and convenient access for servicing, fire protection, and required off-street parking.

(2) *Accessory buildings.*

(a) No accessory buildings shall be located in the area between the continuous front façade line and the front property line. When an accessory building is located on a corner lot, the provision applies to all frontages.

(b) An accessory building cannot be rented out, used as a dwelling unit, or be used as part of a home business.

(c) No more than one (1) detached accessory building may be permitted on a parcel or lot in which a single or multi-family structure exists.

(d) One (1) above-ground swimming pool will be permitted in addition to one (1) accessory building.

(e) No accessory building or use shall be permitted on any lot which does not contain a principal building or use, with the sole exception to this being with respect to a boathouse, pier, dock, or similar structure on a lot that is located in whole or part on or over water or bottomlands owned by the same owner of the primary or main lot or on property on which the owner has a perpetual easement for use and ingress/egress that permits the same.

(f) If the primary building is removed, the accessory building shall be removed within six (6) months if no new building permit application exists.

(g) The appearance and construction of an accessory building must be consistent or harmonious to the primary building and surrounding areas. Any review will be subject to the appeals process outlined in Appendix A-Sec IV (E)(1).

(h) Covenants may have additional standards that apply, which may be regulated by a homeowner's association.

(i) Height and Yard Requirements.

1. No accessory buildings shall be located in an easement or right-of-way, unless the same are over or on waters that are navigable.
2. Detached accessory buildings must meet all required setbacks of the zoning district where the structure is located.
3. Detached accessory buildings shall only be single story.
4. No detached building or use shall be located closer than five (5) feet to any main building on a lot or parcel containing less than one (1) acre.
5. No detached building or use shall be located closer than ten (10) feet to any main building on a lot or parcel containing one (1) or more acres.
6. All accessory buildings shall not exceed the maximum lot coverage standard in the zoning district where the building is located.
7. Accessory buildings shall be located on the same lot or parcel as the principal building or use, with the sole exception to this being as set out in the definition of "Accessory Building or Use" set forth herein.
8. Size limitation chart:

Lot Size	Size Limit	Height Limit
Less than 1 acre	600 square feet	14 feet
Greater than or equal to 1 acre	1000 square feet	14 feet

(3) *Outdoor storage.* No appliances, such as washing machines and refrigerators, shall be stored for more than twenty-four (24) hours in any residence district except in or behind a carport or in an enclosed building. Inoperable automotive vehicles of any kind or type shall not be stored on any city street.

(a) *Parking and storage of certain vehicles.* Automotive vehicles or trailers of any kind, including recreational vehicles, as defined by this ordinance, without current license plate or current state inspection sticker shall not be parked or stored on any residentially zoned property other than in completely enclosed buildings, nor shall such vehicles be parked or stored on, or in, the streets therein. Unattended vehicles greater than ten thousand (10,000) pounds gross vehicle weight (manufacturer's capacity rating) and having tires greater than thirty (30) inches in diameter shall not be parked or stored on any residentially zoned property. Further, in B-1, B-2, B-3, and in all residentially zoned districts, on street parking shall be permitted only for vehicles up to ten thousand (10,000) pounds gross vehicle weight (manufacturer's capacity rating) and having tires not to exceed thirty (30) inches in diameter.

(b) *Parking or storage of major recreational equipment.* Major recreational equipment, including boats, boat trailers, travel trailers, campers or camper trucks, coaches, motorized dwellings, recreational vehicles or similar equipment shall not be parked or stored in required front yard of any zoning district. No such equipment shall be used for living, sleeping, or housekeeping purposes on any lot except in an approved location, such as a RV campground.

(c) *Regulations for open storage.* The regulations herein set forth shall apply to any open storage of junk or salvage materials, by-products, waste products of industrial or commercial establishments and general storage of equipment and materials, solid waste material or rubbish.

(d) *General requirements.*

1. The City of Gulfport may require the removal of junk or salvage or the screening of a nonconforming establishment in the interest of preserving the health, safety, and welfare of the general public.
2. The storage area shall be screened from view of the neighbors and the public by fencing or natural terrain or trees or vegetation, a minimum of eight (8) feet in height, and shall be maintained in this manner.
3. Open storage of trash, junk or rubbish such as abandoned vehicles, appliances, garbage, debris, surplus building material, rubbish or similar items is not permitted on commercial, industrial, residential or mobile homes premises unless approved in compliance with the provisions of this section.
4. It shall be unlawful to place or abandon any trash or articles upon another's land, or upon any public property or public way, floodway, waterway, drainage ditch or drain.
5. A fifty (50) foot buffer area, free of storage or structures, shall be maintained inside the perimeter of the storage area.
6. Any such establishment in existence prior to the adoption of these provisions shall not be expanded or enlarged or the number of car bodies or quantity of junk or salvage be increased or additional land used unless such expansion is made to conform to these provisions and all of the regulations of this ordinance.

(e) *Storage of junk cars, junk, or salvage materials.*

1. A minimum of three (3) acres of land is required for a facility within [which] such storage can occur.
2. Open storage businesses as referred to herein, junk cars or materials shall not be allowed within one-half (½) mile of any designated federal or state highway or within five hundred (500) feet of any other public road or street.
3. Stacking of vehicle bodies over one tier in height is not allowed and any junk or salvage material shall not be stacked over six (6) feet in height.
4. Storage of any immobile vehicles or parts, tires or accessories outside the screened area is prohibited.

(f) *Outdoor sales of goods.* There shall be no goods sold or peddled out of trucks, vans, shacks, cars or any object or structure that does not meet building codes or setbacks, except that mobile food vendors as defined in Sec. IV(9) may be permitted subject to the regulations contained in that section.

(g) *Regulations of temporary Christmas tree lot sales and similar temporary sales.*

1. Christmas trees, firewood, and similar temporary sales shall be set up in business zoning districts only.
2. Any sales structures shall meet the setback of the district in which located.
3. No parking or sign shall be permitted on the road right-of-way.
4. Christmas tree sales lots shall start no sooner than November 15 and shall be cleared by the first day of January.

(4)

Signs. In any residence district, only the following signs shall be permitted.

(a) *Nameplates.* An unlighted sign not exceeding two (2) square feet in area and bearing only property numbers, post box numbers, names of occupants of premises or other identification of premises.

(b) *Notices.* Legal notices, identification, informational or directional signs erected or required by governmental bodies and signs directing or guiding traffic and parking on private property but bearing no advertising.

(c) *Real estate signs.* An unlighted for sale, rent or lease sign not exceeding four (4) square feet in area.

(d) *Outdoor off-premises advertising signs.* All outdoor advertising signs permitted to be erected under this ordinance shall be erected after the passage of this ordinance a minimum distance of seven hundred fifty (750) feet from another such outdoor advertising sign on the same side of the road as measured along a line parallel to such road, except back-to-back sign structures may be considered as one sign.

(5) *Illumination of uses.* Lighting used to illuminate signs, parking areas or for similar purposes, where permitted, shall be so arranged that the source of light does not shine directly into adjacent residential premises or into traffic.

(6) *Areas subject to inundation.* Except as provided in Appendix B to the Gulfport Code, no structure shall be erected or altered where the land covered or to be covered by such structure has been designated by the building official, upon the advice of the city engineer, as subject to inundation, until the conditions making the land subject to inundation have been corrected. If such land is permitted to be used, it shall be only upon the condition that the owners thereof and their successors in interest have, by obtaining such permit, waived any claim against the City of Gulfport for damages caused by floodwater.

(7) *Temporary use permits.* The building official may issue temporary use permits for commercial activity connected with special events provided that all of the following conditions are adhered to:

(a) The Gulfport Mayor and Board of Commissioners must authorize a special event and designate a specific date for the event;

(b) The temporary use must:

1. Not be injurious to the health, safety and welfare of the citizens of Gulfport.
2. Be placed in a zoning district that specifically allows the proposed activity.
3. Be directly associated with and in close proximity to the special event.
4. Not be allowed for more than seven (7) consecutive days nor for more than fourteen (14) days within a one-year period.
5. Acquire all permits required by the City of Gulfport.

If all these conditions are met, the building official may issue a temporary use permit.

(8) *Temporary commercial uses in tents.* The building official may issue a temporary use permit for retail sales to be conducted in a tent provided that all of the following conditions are adhered to: The applicant must submit a site plan for the proposed tent to the building official and the site plan must be approved by the fire chief, the city engineer, the traffic safety engineer, the planning director and the building official to ensure that all of the following conditions are met:

(a) The proposed use must comply with all zoning ordinance regulations, including but not limited to parking, minimum setback requirements and maximum lot coverage.

(b) The proposed use must comply with the city fire codes and/or the fire district regulations.

(c) The proposed use must comply with all other applicable city codes and ordinances.

(d) Tents will be allowed to be erected for a maximum of seven (7) days not to exceed twenty-one (21) calendar days during any one calendar year. A special exception may be granted by the building official for longer periods of time.

(e) Tents will be allowed only as an accessory use to an existing commercial use that has a permanent structure on a legal building site.

(f) A tent can only be placed on the building site as in (e) above.

(g) Tents will not be allowed to occupy any of the minimum required off-street parking spaces that are necessary for the existing businesses located on the subject site.

(9) *Mobile food vendor.* One who is engaged in the sale of prepared food from a motor vehicle equipped for the preparation and sale of said food. Sales of this nature are allowed in B-1, B-2, I-1, I-2, T-5, and T-6 zoning districts. In addition, such sales may be allowed in R-1, R-2, R-B, R-O, T-3, T4L, and T4+ zoning districts only at construction sites for a period of time not to exceed the completion of the construction project. Vendors are expected to vacate the premise on which such sales are being made once all patrons have been served. Extended parking for such sales is strictly prohibited. However, vendor may apply for a temporary Certificate of Zoning Compliance from the office of Urban Development for extended parking if it is connected with a special event for a commercial activity (Civic activities are excluded from this regulation), and adheres to the following conditions:

a. Must be located on the same building site as the special event.

b. Frequency of extended parking is restricted to no more than three (3) consecutive days nor for more than nine (9) days within a one-year period.

c. Must submit a detailed site plan.

d. Vehicle cannot be parked in a manner that blocks traffic aisles or reduces required parking on the site.

e. Acquire any and all permits or licenses required by the City of Gulfport.

The sale of ice cream and snowballs from a motor vehicle equipped for such purposes is allowed in R-1, R-2, R-B, and R-O zoning districts subject to the following restrictions:

a. Extended parking for such sales is strictly prohibited.

b. Stopping shall be permitted only at the right-hand curbside of the street (right-hand shall be deemed to be the curb which is on the right side of the vehicle when facing the front thereof).

c. Dispensing of food products shall be made only from a window on the curbside of subject vehicle.

d. Each such vehicle shall be equipped with at least one yellow caution flashing light which shall be in operation at all times when goods are being dispensed.

e. Each such vehicle shall be equipped with a stop-arm assembly similar to that used on school buses for the control of traffic during the time such vehicle is stopped, and such stop-arm assembly shall be utilized at all times when goods are being dispensed and people are in the vicinity.

(10) *Townhouse and zero lot line residential uses.* The purpose of this district is to provide for the development of moderate-to-high-density residential uses and structures in moderately spacious surroundings but so designed as to protect the health, safety and welfare of the public. It is the intent of this ordinance [subsection IV(A)(10)] that these uses be allowed where appropriate in the city where a protected environment suitable for moderate-density residential use can be provided, as well as in established moderate-density residential areas as a means to ensure their continuance. However, this use is appropriate on a smaller scale in the suburban portions of the city as a transitional or buffer zone between low-density residential districts and commercial districts, industrial districts or major transportation arteries, or other uses that are not compatible with a low-density residential environment. In fulfilling the purpose of this use, the townhouse or row house concept may be used which permits the construction of single-family dwellings immediately adjacent to one another without side yards between the individual units. The purpose of this use may also be fulfilled by the use of the zero lot line concept which permits the construction of detached single-family dwellings on lots without a side yard requirement on at least one side of the lot. This concept permits better use of the entire lot by compacting the usual front, rear and side yards. In order to allow any deviation from the following minimum requirements for these types of development, the developer must show evidence that such deviation will not adversely affect the health, safety and welfare of the public.

(a) *Regulations for townhouses and zero lot line dwellings.*

1. Minimum lot area:

a. Townhouse development:

First two (2) dwelling units, 3,800 sq. ft.

Each additional dwelling unit, 1,200 sq. ft.

b. Zero lot line development:

Each dwelling unit, 2,800 sq. ft.

2. Minimum lot width: Fourteen (14) feet for townhouses and twenty-eight (28) feet for zero lot line houses, except that for corner lots the minimum shall be determined based on the minimum requirement as set forth in subsections IV(D)(3) and (6).

3. Minimum front yard setback: The same as required for each zoning district in Section III, District Regulations, except where the development contains units located on both sides of a street constructed by developer to the city's specifications. In this case, the minimum front yard setback shall be ten (10) feet.

4. Minimum side yard setback: None for townhouses except that on corner lots the minimum side yard on the corner side shall be as required in paragraph 2. Also, the minimum side yard required for the townhouse unit located at the end of a row of townhouses shall be eight (8) feet from the exterior lot line. In zero lot line developments there shall be no minimum side yard required on one side and fourteen (14) feet on the opposite side. However, for corner lots the minimum side yard required shall be fourteen (14) feet except as required in paragraph 2. Also, the minimum side yard required for the dwelling located adjacent to a lot that is not a part of the zero lot line development shall be fourteen (14) feet.

5. Minimum rear yard setback: See Section III. Yards required for townhouses and zero lot line houses.

6. Maximum height: The maximum height measured from the foundation to the lower floor of the uppermost habitable level shall not exceed twenty (20) feet in R-1, R-2 and R-O districts. In all other zoning districts the maximum height is established in Section III, District Regulations.

7. Maximum lot coverage: A townhouse or zero lot line dwelling including accessory structures shall not occupy more than seventy-five (75) percent of the lot area.

8. A maximum length of row townhouses shall not exceed two hundred twenty-five (225) feet. When an end unit of row houses does not side on a street, an open space or court of at least twenty (20) feet in width shall be provided between it and the adjacent row of townhouses. However, where two (2) rows of townhouses which together are less than two hundred twenty-five (225) feet in length and immediately adjacent to each other, this open space between the ends of the two (2) buildings may be reduced to a minimum of fifteen (15) feet.

9. Townhouses shall be constructed up to side lot lines without side yards and no windows, doors or other openings shall face a side lot line except that the outside wall of end units may contain such openings.

10.

Zero lot line dwellings shall be constructed against the lot line on one side of a lot and no windows, doors or other openings shall be permitted on this side. Where adjacent zero lot line dwellings are not constructed against a common lot line, the building or developer must provide for a perpetual wall maintenance easement of five (5) feet in width along the adjacent lot and parallel with such wall.

11. Minimum off-street parking spaces shall be as required in section IV, except where a townhouse lot is less than eighteen (18) feet in width the required parking spaces may be designed so as to allow vehicles to be parked in a vertical line and each space shall be at least eight (8) feet wide and eighteen (18) feet long.
12. All townhouses and zero lot line developments shall be subject to the review and approval of the Gulfport City Fire Chief who shall establish any additional requirements necessary for proper fire protection.

(11) *Mobile homes/manufactured homes.*

(a) *Permissible locations.* Replacement of mobile homes are permitted in legal mobile home parks and legal nonconforming mobile home parks, and are permitted on individual residential lots if all building site, building site coverage and required yards for the district are provided.

1. Mobile homes/manufactured homes are allowed in approved mobile home parks for residential use only. Mobile homes/manufactured homes are allowed on individual lots only in the A-1 Agricultural districts and in the R-E Residential Estate (suburban) Residence districts.
2. Mobile home/manufactured home parks are allowed only in an R-2 (General residential district) and an R-B (Residence-business district) and R-3 (Multifamily residence district) subject to the approval of the Planning Commission.
3. Any use of a mobile home/manufactured home for purposes other than those specifically allowed in this ordinance are prohibited.
4. Mobile home/manufactured home subdivisions are allowed in the R-3 District subject to the approval of the Planning Commission.
5. Mobile homes/manufactured homes are allowed on individual lots as a special exception use in the R-1-5 Single-family residence districts - medium density. While deliberating this special exception use, the Planning Commission shall take into consideration, but not be limited in the discussion to the desires of the neighborhood and the existence or nonexistence of mobile homes/manufactured homes in the surrounding area.

(b) *Park size and density.*

1. Minimum of three (3) contiguous acres of land.
2. Minimum of seventeen (17) mobile home lots.
3. Maximum density of ten (10) mobile home lots per acre.

(c) *Mobile home lot.*

1. Minimum mobile home lot. Two thousand eight hundred (2,800) square feet.
2. Minimum of sixteen (16) feet separation of mobile homes from each other and from other structures located on other lots.
3. No part of a mobile home or other facility placed on a lot shall be closer than ten (10) feet to a mobile home park street.
4. A mobile home stand (pad) is required for each mobile home lot. Each pad shall be well drained, uniformly graded and compacted as approved by the city engineer.
5. Ground anchors must be provided for each mobile home stand in accordance with the requirements set forth in the Southern Standard Building Code and each mobile home shall be properly secured to the ground anchors.
6. A walking area such as a patio, deck, etc., shall be placed in front of the mobile home entrance. The walking area shall be constructed of concrete or other suitable material as approved by the planning commission and shall be a minimum of eight (8) feet wide by ten (10) feet long. If desired, an awning or other cover may be provided for the walking area and/or parking area. However, such awning or other cover must be attached to the mobile home and shall not be enclosed on the sides. In regard to yard setback requirements, except for the yard on the street side this cover shall not be considered as a structure.

(d) *Mobile home park traffic circulation.*

1. All mobile home parks shall abut a public dedicated street for at least thirty-five (35) feet and shall be provided with safe and convenient vehicular access from such street.
2. Entrance driveways shall be located no closer than one hundred twenty (120) feet from the intersection of public streets.
3. Streets in mobile home parks shall be private, but shall be constructed with a stabilized travelway (materials and construction methods as approved by the city engineer) that is regularly and properly maintained. The streets shall meet the following minimum stabilized travelway width requirements:

   One-way, no parking, 11 feet

   One-way, with parking on one side, or two-way with no parking, 18 feet

   Two-way with parking on one side, 27 feet

   Two-way with parking on both sides, 34 feet

4. Turnarounds shall be provided for all dead-end roads. The minimum radius of a required turnaround shall be eighty (80) feet.

5. At least one and one-half (1½) parking spaces shall be provided in the park per mobile home park lot. At least one parking space shall be provided on the mobile home lot. Each parking space shall be paved and shall be at least eight (8) feet wide and eighteen (18) feet long exclusive of accessor maneuvering space.
6. If speed breaks are deemed necessary by the planning commission, the construction plans must be approved by the city engineer.

(e) *Mobile home park accessory uses.* Management headquarters, recreational facilities, coin-operated laundry facilities, service buildings and other accessory structures as permitted by the planning commission are allowed as accessory uses to the park.

1. Service buildings. One or more service buildings shall be provided at such locations as to be reasonably accessible to residents of the park. Service buildings shall include space and separation for a park manager's office, storage and maintenance equipment and supplies and recreational management. Service building space shall also be provided for tenant active storage of outdoor equipment, furniture and tools and for inactive storage of such material as is used only seasonally or infrequently. A minimum of one hundred fifty (150) cubic feet for general storage for each mobile home lot shall be provided on the lot or within one hundred (100) feet of the lot. Storage facilities shall be constructed of suitable weather resistant materials. No service building shall be located closer than five (5) feet to any mobile home or other structure and shall not be placed over any collector sewer or sewage disposal facility.
2. The accessory uses and structures are intended to serve only the residents of the park.

(f) *Parks open space and recreational areas.*

1. A minimum of eight (8) percent of the gross mobile home park area shall be set aside and developed as common use areas for open or enclosed recreation facilities. No street, storage area, mobile home lot or utility site shall be included in meeting recreational purposes.

(g) *Mobile home park setbacks and screening.* Each mobile home park shall have set aside along the perimeter of the property line the following areas which shall be landscaped and used for no other purpose.

1. Minimum park front setback. Twenty-five (25) feet except when the park abuts a designated major thoroughfare; then the minimum shall be fifty (50) feet.
2. Minimum side setback. When abutting residential districts, the side setback shall be fifteen (15) feet; when abutting a dedicated public right-of-way, the side setback shall be twenty-five (25) feet on the side street; when abutting a designated major thoroughfare, the minimum shall be fifty (50) feet; when abutting any other zoning district, the side setback shall be fifteen (15) feet along the interior lot line.
3. Minimum park rear setback. Fifteen (15) feet except when the rear yard abuts a dedicated public right-of-way the minimum shall be twenty-five (25) feet. If the rear yard abuts a designated major thoroughfare, the minimum rear setback shall be fifty (50) feet.
4. Where needed to enhance aesthetics or to ensure public safety, the park grounds shall be enclosed by a fence, wall, landscape screening, earth mounds or by other designs approved by the planning commission which will compliment the landscape and ensure compatibility with the adjacent environment.

(h) *Mobile home park utilities.* Privies, septic tanks, underground absorption fields, sewerage lagoons, the use of "honey wagons," package type treatment facilities and other types of private waste water treatment systems are strictly prohibited. Also prohibited is the use of private water supply systems. The mobile home park shall under all circumstances connect to the City of Gulfport's water supply and waste water disposal systems. Storm water sewers shall be separate and apart from any sewers intended for the conveyance of sanitary sewage.

1. *Electrical and gas supply systems.* All electrical and gas equipment installations within a mobile home park shall be in compliance with the codes of the City of Gulfport, Mississippi, governing the same.
2. *Lighting.* Adequate lighting shall be provided for all streets, walkways, buildings and other facilities subject to nighttime use. Exterior illumination shall be provided as follows:
    a. Streets. An average illumination level of six-tenths of a footcandle and a minimum level of one-tenth of a footcandle.
    b. Service buildings. Illumination levels of at least five (5) footcandles shall be maintained at the entrance.
    c. Common parking areas. Illumination levels of at least one and five-tenths (1.5) footcandles but not more than five (5.0) footcandles measured at pavement level shall be maintained in common parking areas.
3. *Swimming facilities.* If provided, such facilities shall be designed in accordance with the codes of the City of Gulfport governing the same and applicable regulations of the Mississippi State Board of Health and/or the Mississippi Air and Water Pollution Control Commission.

(i) *Refuse disposal.*

1. The storage, collection, and disposal of refuse shall be performed so as to minimize accidents, fire hazards, air pollution, odors, insects, rodents or other nuisance conditions.
2. Durable, watertight, easily cleanable refuse containers, sufficient to contain all the refuse, shall be provided at each service building, or at a central storage area readily accessible and located not more than three hundred (300) feet from any lot unless provided at the lot. Refuse containers shall be provided at the rate of eight (8) cubic feet (sixty (60) gallons) for each five (5) lots or the equivalent thereof if containers are provided at individual lots.
3. All solid waste generated by a mobile home park shall be stored and disposed of in accordance with the Mississippi State Board of Health Regulations governing solid waste management and codes of the City of Gulfport, Mississippi, governing the same.

(j) *Fire protection.*

1. Mobile home parks must have fire hydrants connected to a eight-inch city water main that are within five hundred (500) feet of every mobile home lot.

(k) *Nonconforming uses.*

1. A legal nonconforming mobile home park may be continued so long as it remains otherwise lawful. However, from the effective date of this ordinance [subsection IV(A)(11)] a nonconforming mobile home park may not be enlarged either to increase the number of mobile home stands or to enlarge the total area except in conformity with this ordinance [subsection IV(A)(11)]. Replacement of mobile homes are permitted only in legal mobile home parks and legal nonconforming mobile home parks.

State Law reference— State board of health, Miss. Code Ann. 1972, § 41-3-1 et seq.

(11A) *Mobile homes on individual lots.*

(a) Manufactured (mobile) homes shall be set on and secured to a permanent foundation as approved by the staff of the city.

(b) Manufactured (mobile) homes shall be connected to all utilities in basically the same manner as a permanent residence so that all connections are sanitary, safe and do not create a nuisance.

(c) Manufactured (mobile) homes shall be equipped with approved manufactured skirting and permanent steps fastened to the ground.

(d) All manufactured (mobile) homes on separate lots shall meet all the requirements of the district in which it is located.

(e) The site on which each manufactured home/mobile home is located will contain a hard surfaced area for parking at least two (2) motor vehicles within the required setback area.

(11B) *Mobile home/manufactured home subdivisions.*

(a) Each mobile home/manufactured home subdivision shall comply with the requirements and standards of the subdivision regulations of the city.

(b) Each mobile home/manufactured home subdivision shall be directly accessible to a collector street or street of higher classification. There shall be no accessibility or connection between mobile home/manufactured home subdivisions and single-family subdivisions.

(c) Area and width minimums.

1. Minimum area for a subdivision. Three acres.
2. Minimum width for portions used for entrances and exits and for residential purposes. One hundred (100) feet.

(d) Minimum number of lots completed at time of first occupancy. Ten (10).

(e) Lot density and area.

1. Maximum density of lots per gross acre. Five (5).
2. Minimum area for individual home lot shall be seven thousand five hundred (7,500) square feet.

(f) Required yards at the edge or boundary of the subdivision shall be twenty-five (25) feet, contain no accessory buildings and shall be treated as front yards for the district.

(g) All required lot sizes shall comply with the R-3 District regulations.

(h) Where lots on the perimeter of the development abut adjacent single-family development, they shall meet the following requirements:

1. Contain only manufactured homes/manufactured homes meeting all residential standards as approved by the city.
2. Provide a twenty-five (25) foot landscaped buffer from the property line.
3. Provide a screening material along the property line such as a solid fence or wall not less than six (6) feet high.

(i) Each manufactured home/mobile home located in a mobile home/manufactured home subdivision shall be placed on a permanent foundation as approved by the city. Every effort shall be made to insure compatibility with the surrounding residential properties in terms of pitch of roof, exterior materials and landscaping.

(12) *Recreational vehicles.*

(a) *Permissible locations.* Recreational vehicles shall not be occupied or used at any time for any purpose other than temporary residential use and when used as such, it must be located in a legal recreational vehicle park. However, a self-contained recreational vehicle may be used by an individual owner for a period not to exceed two (2) consecutive days within a thirty-day period provided that such recreational vehicle is parked on property on which the owner's principal residence is located.

(b) *Park size and density.*

1. Minimum of three (3) acres of land.
2. Minimum of forty (40) recreational vehicle sites.
3. Maximum density of eighteen (18) recreational vehicle sites per acre.

(c) *Recreational vehicle site.*

1. Minimum recreational vehicle site. One thousand five hundred (1,500) square feet.
2. Minimum recreational vehicle site lot width. Thirty (30) feet.
3. Minimum of ten (10) feet separation of recreational vehicles from each other and from other structures.

4. No part of a recreational vehicle or other unit placed on a recreational vehicle site shall be closer than five (5) feet to a site line.
5. Each site shall contain a stabilized parking pad of shell, marl, gravel or other suitable material.

(d) *Recreational vehicle park traffic circulation.*

1. All recreational vehicle parks shall abut upon a public dedicated street for at least thirty-five (35) feet and shall be provided with safe and convenient vehicular access from such street.
2. Entrance driveways shall be located no closer than one hundred twenty (120) feet from the intersection of public streets.
3. Streets in recreational vehicle parks shall be private, but shall be constructed with a stabilized travelway (materials and construction methods as approved by the city engineer) that is regularly and properly maintained. The street shall meet the following minimum stabilized travelway width requirements:

One-way, no parking	11 feet
One-way with parking on one side, or two-way with no parking	18 feet
Two-way with parking on one side	27 feet
Two-way with parking on both sides	34 feet

4. Turnarounds shall be provided for all dead-end roads. The minimum radius of a required turnaround shall be eighty (80) feet.
5. At least one and one-half (1½) parking spaces shall be provided in the park per recreational vehicle site. At least one parking space shall be provided at the recreational vehicle site. Each parking space shall be composed of stabilized compacted material (shell, marl, gravel, paving or other suitable material). Each parking space shall be at least eight (8) feet wide and eighteen (18) feet long exclusive of a maneuvering area.

(e) *Recreational vehicle park accessory uses.* Management headquarters, recreational facilities, toilets, dumping stations, showers, coin-operated laundry facilities and other uses and structures customarily incidental to operation of a recreational vehicle park and campground are permitted as accessory uses in recreational vehicle parks in districts where such uses are not allowed as principal uses, subject to the following restrictions:

1. Such establishments and the parking areas primarily related to their operation shall not occupy more than five (5) percent of the gross area of the park.
2. Such establishments shall be restricted to serve only occupants of the park.
3. Such establishments shall present no visible evidence from any street outside the park of their commercial character which would attract customers other than occupants of the park.
4. The structures housing such facilities shall not be located closer than one hundred (100) feet to any public street and shall not be directly accessible from any public street, but shall be accessible only from a street within a park.

(f) *Park open space and recreational areas.*

1. A minimum of eight (8) percent of the gross recreational vehicle park area shall be set aside and developed as common use areas for open or enclosed recreation facilities. No required buffer strip, street, storage area, recreational vehicle site or utility site shall be included in meeting recreational purposes.

(g) *Recreational vehicle park setbacks and screening.* Each recreational vehicle park shall have set aside along the perimeter of the property line the following areas which shall be landscaped and used for no other purpose:

1. Minimum park front setback. Twenty-five (25) feet except when park abuts on a designated major thoroughfare; then the minimum shall be fifty (50) feet.
2. Minimum side setback. When abutting residential districts, the side setback shall be fifty (50) feet; when abutting a dedicated public right-of-way, the side yard setback shall be twenty-five (25) feet on the side street; when abutting a designated major thoroughfare, the minimum shall be fifty (50) feet; when abutting any other zone district, the side setback shall be fifteen (15) feet along the interior lot line.
3. Minimum park rear setback. Fifteen (15) feet except when the rear yard abuts a dedicated public right-of-way or a residential district. If the rear yard abuts a public right-of-way, the minimum shall be twenty-five (25) feet. If the rear yard abuts a designated major thoroughfare, the minimum shall be fifty (50) feet. If the rear yard abuts a residential district, the minimum rear setback shall be fifty (50) feet.
4. Where needed to enhance aesthetics or to ensure public safety, the campgrounds shall be enclosed by a fence, wall, landscape screening, earth mounds or by other designs approved by the planning commission which will compliment the landscape and ensure compatibility with the adjacent environment.

(h) *Permanent occupancy prohibited.*

1. No recreational vehicle shall be used as a permanent place of abode, dwelling or business or for indefinite periods of time. Continuous occupancy extending beyond six (6) months in twelve-month periods, shall be presumed to be permanent occupancy.

2. Any action toward removal of wheels of a recreational vehicle except for temporary purpose of repair or to attach the vehicle to the grounds for stabilizing purposes is hereby prohibited.

(i) *Recreational vehicle park utilities.* Privies, septic tanks, underground absorption fields, sewerage lagoons, the use of "honey wagons," package type treatment facilities and other types of private waste water treatment systems are strictly prohibited. Also prohibited is the use of private water supply systems. The recreational vehicle park shall under all circumstances connect to the City of Gulfport's water supply and waste water disposal systems. Storm water sewers shall be separate and apart from any sewer intended for the conveyance of sanitary sewerage. All utility receptacles and facilities shall be designed in such a manner as to provide protection of the receptacle or facility from damage.

1. *Recreational vehicle sanitary waste disposal stations.*
   a. One recreational vehicle sanitary waste disposal station shall be provided for each one hundred (100) recreational vehicle stands, or part thereof, which are not equipped with individual sewer connections.
   b. Sanitary waste disposal stations shall be located not less than fifty (50) feet from a recreational vehicle site or other residential area.
   c. The disposal hatch of a sanitary waste disposal station shall be connected to the city's sewer system.
2. *Recreational vehicle flushing facilities.* A means for flushing the immediate area of a sanitary waste disposal station and a camping vehicle holding tank shall be provided at each sanitary waste station. If individual sewer connections are provided, one flushing facility shall be provided for each one hundred (100) recreational vehicle stands or part thereof. Flushing facilities shall be located not less than fifty (50) feet from a recreational vehicle site or other residential area. Adjacent to the flushing outlet there shall be posted a sign constructed of durable material, not less than two (2) feet square, and inscribed thereon in clearly legible letters shall be: "Danger—Not To Be Used For Drinking Or Domestic Purposes."
3. *Recreational vehicle water station.* A water station for fillingcamping vehicle water storage tanks shall be provided at the rate of one station for every one hundred (100) recreational vehicle stands or part thereof. These shall be located not less than fifty (50) feet from a sanitary station. The station shall be posted with signs of durable material, not less than two (2) square feet in size, and inscribed thereon in clearly legible letters shall be: "Potable Water—Do Not Use To Flush Waste Tanks."
4. *Toilet and shower facilities.* Required toilet, lavatory and bathing facilities shall be provided in the following minimum numbers:
   a. One toilet and one lavatory shall be provided for each sex at the rate of one each for every fifteen (15) recreational vehicle sites or fraction thereof.
   b. One shower shall be provided for each sex for every thirty (30) recreational vehicle sites or fraction thereof.
   c. The plumbing shall be installed in accordance with the codes of the City of Gulfport, Mississippi governing the same.
5. *Sewerage facilities, washroom or toilet facilities and water supply.* All sewerage facilities, washroom or toilet facilities and water supply shall comply with the sanitary regulations of the Mississippi State Board of Health, and/or Mississippi Air and Water Pollution Control Commission where applicable.
6. *Electrical and gas supply systems.* All electrical and gas equipment installations within a recreational vehicle park shall be in compliance with the codes of the City of Gulfport, Mississippi, governing the same.
7. *Lighting.* Adequate lighting shall be provided for all streets, walkways, buildings and other facilities subject to nighttime use. Exterior illumination shall be provided as follows:
   a. Streets. An average illumination level of six-tenths of a footcandle and a minimum level of one-tenth of a footcandle.
   b. Service buildings. Illumination levels of at least five (5) footcandles shall be maintained at the entrance.
   c. Common parking areas. Illumination levels of at least one and five-tenths (1.5) footcandles but not more than five (5.0) footcandles measured at pavement level shall be maintained in common parking areas.
8. *Swimming facilities.* If provided, such facilities shall be designed in accordance with the codes of the City of Gulfport governing the same and applicable regulations of the Mississippi State Board of Health and/or the Mississippi Air and Water Pollution Control Commission.

State Law reference— Natural resources commission to assume duties and responsibilities of air and water pollution control commission, Miss. Code Ann. 1972, § 49-17-7.

(j) *Refuse disposal.*

1. The storage, collection and disposal of refuse shall be performed so as to minimize accidents, fire hazards, air pollution, odors, insects, rodents or other nuisance conditions.
2. Durable, watertight, easily cleanable refuse containers, sufficient to contain all the refuse, shall be provided at each service building and sanitary waste station, or at a central storage area readily accessible and located not more than three hundred (300) feet from any camp or picnic site unless provided at the campsite. Refuse containers shall be provided at the rate of at least one twenty-gallon container for each two (2) campsites.
3. All solid waste generated by a recreational vehicle park shall be stored and disposed of in accordance with the Mississippi State Board of Health Regulations Governing Solid Waste Management and the codes of the City of Gulfport, Mississippi, governing the same.

(k) *Nonconforming uses.*

1. A legal nonconforming recreational vehicle park may be continued so long as it remains otherwise lawful. However, from the effective date of this ordinance [subsection IV(A)(12)], a nonconforming recreational vehicle park may not be enlarged either to increase the number of recreational vehicle sites or to enlarge the total area except in conformity with this ordinance [subsection IV(A)(12)].

(13) *Gaming.*

(a) *Prerequisites:* Before any planning approval for applications for construction of gaming establishments or accessory structures can be accepted by the planning division of the department of urban development for processing, the applicant shall present either a completed application for the intention of obtaining a license or a bona fide copy of a valid license from the Mississippi Gaming Commission. Completion of the city's review procedure may be suspended, pending the outcome of the state gaming commission's investigation or adverse disposition with respect to state license issuance.

(b) *Application filing fee.* Five hundred dollars ($500.00).

(c) *Building site area.* The minimum building site area shall be seven (7) acres of contiguous land, which minimum acreage is comprised of uplands or fastlands only and not bottomlands or tidelands.

(d) *Building site coverage.* The maximum building site coverage shall be seventy-five (75) percent.

(e) *Building height limit.* To allow greater flexibility in building design of a gaming development, the additional setbacks of section IV(C), shall be required for gaming developments for only the portion of the building exceeding the maximum building height permitted of the Entertainment Gaming district. Other requirements of section IV(C), shall be maintained.

(f) *Parking and loading regulations.*

1. *[Off-street parking, loading.]* Off-street parking and loading requirements provided in section VI shall apply, except that the construction of satellite parking lots/facilities may be utilized in lieu of providing on-site parking accommodations if and only if an appropriate and preapproved means of transportation to and from the satellite lot/facility is provided throughout the duration for the use for which this nonadjacent parking has been so arranged.
2. *Number of parking spaces required.* One (1) parking space for each fifty (50) square feet of gaming floor area plus one (1) space for each employee at maximum employment on a single shift. All other accessory uses shall meet individual parking space requirements under section VI.(A)(4). The gaming establishment shall address the need for bus parking to serve the facility and at least one and one-half (1.5) percent of all required parking spaces shall be bus parking.
3. *Minimum bus parking space size.* Twelve (12) feet in width and forty-five (45) feet in length exclusive of access or maneuvering area, ramps and other appurtenances.

(g) *Landscaping requirements.*

1. *General landscaping requirement.* A minimum of fifteen (15) percent of the site shall be landscaped in such a manner as to soften the appearance of the development from the street; break up the parking lot; and /or buffer adjoining land uses.
2. *[Green spaces.]* Green spaces shall be required between parking lots and property lines, and shall be a minimum of ten (10) feet in width.
3. *[Trees.]* One (1) tree is required for every thirty (30) linear feet of green space along property lines. The species of tree must be approved by this city to prevent damage to street and sidewalks.
4. *[Shrubs.]* If a required landscape area lies beneath a utility service line, suitable shrubs may be substituted instead of trees.
5. A variety of species shall be planted with no more than fifty (50) percent being any one species.
6. All plant materials must meet minimum standards as set forward by the City of Gulfport arborist.
7. A hedge, decorative fence, building, soil berm or other visual landscape barrier shall be placed in such a manner as to screen the vehicular area from adjacent properties and/or from public streets. Said barrier shall be a minimum height of four feet (4') but shall not cause visibility problems for the safe movement of traffic on or adjacent to the site. Wire mesh fencing, commonly referred to as "chain link" fencing, is not permissible.
8. Any areas on the site which have been disturbed and are not planted with trees, shrubs or ground cover shall be planted with turf grasses or other city approved plant material.
9. Parking lot landscape islands shall be a minimum of 70 square feet, with the smallest dimension to be no less than four feet (4') in width. A minimum of one tree is required for each parking lot landscape island. The remaining portion of the island shall be landscaped with a minimum of one (1) tree per every fifteen (15) linear feet. The remaining portion shall be turf grass, shrubs or ground cover excluding gravel, sand and pavements.
10. A landscaped area not less than five feet (5') in width must span the entire length of a building between the parking lot area and the building.
11. A design which helps to relieve the monotony or increases the tree cover potential of the paved vehicular area is encouraged.
12. Landscaped divider medians are required for parking areas over 100 spaces. Such medians must be a minimum of seven feet (7') wide (not including any curbs, paving or sidewalks) and shall have one (1) tree per thirty (30) linear feet.
13. All service areas shall be screened with a combination of screen fencing and shrubs with a minimum height of four feet (4') in height at planting and six feet (6') in height at maturity. Wire mesh fencing, commonly referred to as "chain link" fencing, is not permissible.

(h) *Special sign regulations.* Portable signs of any type are prohibited.

(i) *Submission of master plan.* The planning commission shall require applicants to provide as master plan which among other things, will assist appeals and the Gulfport City Planning Commission in determining what the developers propose, where they intend to construct same, and when it will be accomplished.

Among other things, the master plan will assist these boards with:

1. Establishing the compatibility of the proposed development with its surroundings;
2. Analyzing traffic flow and traffic congestion considerations;
3. Availability and location of parking;
4. Determining the potential impact of the proposed operations on the city's infrastructure such as streets, water, and sanitary sewerage collection and disposal;
5. Determining the potential impact, which could result in an increased need for municipal services such as public safety.

The master plan shall include the following elements and other information as may be required by the planning division to insure that the purposes of the city's comprehensive plan and its zoning ordinance are met:

1. A site plan depicting the location of all facilities, (i.e., location of buildings, boats, barges, parking lots, hotel, etc.);
2. A detailed floor plan showing proposed uses of the structures and elevations with scaled dimensions;
3. Photographs, artists' renderings, or other visual documents that will assist the city in establishing compatibility;
4. Information relative to the number, length and width of buildings, boats and barges; gross and net floor areas, the total number of employees at maximum employment per single shift; total occupant load; the number of visitors expected daily, monthly, yearly, peak traffic times and days; hours of operation; impact on municipal services and infrastructure (i.e. water, sewer, and other utilities);
5. Number of parking spaces to be provided and the layout and location of the parking lots. If satellite lots will be employed, leases or contracts committing specific parking spaces to the gaming establishment coupled with an acceptable shuttle bus or other appropriate plan to transport guests to and from the gaming establishment must be included. Bona fide contracts attesting to all parking and shuttle arrangements must be provided;
6. Traffic study including expected access routes to and from the gaming establishment both on-site and off-site, width of roads, expected traffic volumes, expected turning movements, and traffic improvements needed;
7. Street and sidewalk improvements, traffic control, and signalization necessary to properly service the gaming establishment;
8. Expected infrastructure improvements such as water, natural gas, electricity, drainage, and sanitary sewerage collection; to include location of improvements, size of pipes, etc.;
9. Requirements for on-site security including parking areas, fire protection, etc.;
10. Evacuation plan demonstrating the capability of the vessel/cruise vessel to be detached from the dock and moved to a specified safe harbor or other acceptable destination in the event of hurricane or other catastrophic occurrence, as determined by the civil defense director or other governmental official so authorized to render a state of emergency.

The planning commission may require as conditions to grant planning approval use for the establishment of a gaming establishment, the following:

1. Evidence of the site control for all lands necessary for the full and complete implementation of the master plan; copies of all applicable contracts, leases, and permits from federal and state, and agencies, and companies.
2. Landscaped buffer areas of sufficient length and width as necessary to protect adjoining uses from any adverse impact from noise, traffic, lights, etc. from a gaming establishment.
3. A legally binging agreement from the applicant that:
    a. All permanent improvements to be constructed shall be to the standards of the latest editions of the building and related codes adopted by the City of Gulfport.
    b. Water system improvements necessitated by any gaming establishment and ancillary facilities shall be designed and constructed in accordance the standards and requirements of the City of Gulfport and at the sole expense of the developer and at no cost to the City of Gulfport.
    c. Sanitary sewer system improvements necessitated by the gaming establishment and ancillary facilities shall be designed and constructed in accordance with the standards and requirements of the City of Gulfport and at the sole expense of the developer and at no cost to the City of Gulfport.
    d. Stormwater drainage system improvements necessitated by the gaming establishment and ancillary facilities shall be designed and constructed in accordance with the standards and requirement of the City of Gulfport and at the sole expense of the developer and at no cost to the City of Gulfport. The stormwater drainage system shall be designed as to not exceed preconstruction water runoff discharge unless approved by the city engineer.
    e.

A fire suppression system shall be installed in compliance with the adopted fire codes of the City of Gulfport and in accordance with requirements of the Gulfport Fire Department and the Mississippi Fire Rating Bureau.

f. Public emergency response equipment necessitated by the gaming establishment and ancillary facilities shall be designed and constructed in accordance with the standards and requirement of the City of Gulfport and at the sole expense of the developer and at no cost to the City of Gulfport.

g. New access streets (or alternatively improving, upgrading/widening of existing streets) shall be designed and constructed in accordance with the standards and requirements of the City of Gulfport and at the sole expense of the developers and at no cost to the City of Gulfport.

h. The developers shall dispose of garbage, trash, and other solid waste in a manner consistent with applicable federal, state and local laws.

i. The developer shall be required to submit the certification of any vessel from the United States Coast Guard. In addition to the certification, the developer shall submit the periodic fire safety inspection reports from the U.S. Coast Guard to the City of Gulfport.

j. (1) A land-based gaming establishment shall be open for occupancy within four (4) years after approval of the use under the E-G district by the Gulfport Planning Commission, with "occupancy" to be determined as the date of issuance of a certificate of occupancy by the city building official or his or her designee.

(2) Any vessel or other nonland-based facility temporarily used for a preliminary or initial gaming entertainment site shall be removed from the site within four (4) years after approval of the use under the E-G district by the Gulfport Planning Commission.

(3) A land-based hotel consisting of a minimum of four hundred (400) hotel rooms must be constructed on the gaming site in conjunction with the gaming entertainment and shall be open for occupancy within four (4) years after approval of the use under the E-G district by the Gulfport Planning Commission, with "occupancy" to be determined as the date of issuance of a certificate of occupancy by the city building official or his or her designee.

k. Other requirements as may be deemed necessary, appropriate and in the interests of the public health, safety, and welfare.

Completion of the improvements set forth in the agreement shall be condition before a certificate of occupancy shall be issued for any use and no vessel, building or facility will be occupied until said improvements are constructed and operational. If construction or improvements is not completed as proposed within two (2) years, a time extension must be obtained from the planning commission before the two (2) year timeframe of approval expires or the approval shall be null and void.

(14) *Satellite dish antennas in residence districts.* Satellite dish antennas accessory to a permitted use may be located in any residentially zoned district under the following conditions:

(a) The satellite dish antenna shall be ground mounted.

(b) The satellite dish antenna shall not be located in any required front or side yard.

(c) Only one satellite dish antenna shall be permitted per lot.

(d) Satellite dish antennas with a diameter measuring less than one meter may be installed in a manner consistent with typical television antennas, or in accordance with manufacturer's instructions.

(e) Satellite dish antennas shall be used for private noncommercial purposes.

(f) Satellite dish antennas shall be screened from ground view from the street and from adjacent properties by a six (6) foot high wood or masonry fence or by natural plants or trees of equal minimum height so planted as to provide maximum opacity.

(15) *Satellite dish antennas in nonresidence districts.* Satellite dish antennas accessory to a permitted use may be located in any nonresidential district under the following conditions:

(a) The satellite dish antenna shall not be located in any required front or side yard.

(b) Roof-mounted antennas may be erected on the roof of the principal building to a maximum height of fifteen (15) feet above the roof of the existing building. However, roof-mounted satellite dish antennas shall not be visible between ground level and ten (10) feet above ground level from any street or from residentially zoned property adjoining the lot.

(c) Satellite dish antennas with a diameter less than one meter may be installed in a manner consistent with typical television antennas, or in accordance with manufacturer's instructions.

(d) Ground mounted satellite dish antennas shall be screened from the street and from any adjacent residentially zoned property by a six (6) foot high wood or masonry fence or by natural plants or trees of equal minimum height so planted as to provide maximum opacity.

(16) *Landscaping.*

(a) Landscaping shall be provided on all properties and developments which are zoned for multifamily residential, business, or industrial uses. A minimum of ten (10) percent of the site shall be landscaped with appropriate plant material and trees. This ten (10) percent shall be calculated on the total square footage of the site. Retention/detention ponds shall not be counted as a part of the ten (10) percent requirement.

(b) When the site fronts on an arterial road or major thoroughfare, as designated by the city's adopted transportation plan, a minimum ten (10) foot landscaped strip shall be provided along the frontage of this major road. The landscape frontage may be included in the ten (10) percent requirement.

(c) On sites which have a topographic or drainage feature which renders that portion of the lot unusable, these unused portions shall not be counted as the ten (10) percent requirement.

(B) *Supplementary area regulations.*

(1) *Dwelling on small building site.* Where a lot or lots located in a residence district contains less than the minimum required building site area for the district and on the effective date of this ordinance was lawfully existing and of record and held in separate and different ownership from any lot immediately adjoining and having continuous frontage, such lot may be used as the building site for a one-family dwelling.

(2) *Business or industry on small building site.* Where a lot or lots located in an industrial district, in a residence business district or in a residence-office district contains less than the minimum required building site area for the district and on the effective date of this ordinance was lawfully existing and of record and held in separate and different ownership from any lot immediately adjoining and having continuous frontage, such lot may be used as the building site for any use permitted in the district.

(C) *Supplementary height regulations.*

(1) *Height exceptions.* The height limitations contained in the district regulations do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, parapet walls, cornices or necessary mechanical appurtenances usually required to be placed above the roof level and not intended for human occupancy.

(2) *Excess height.* Upon application filed with the zoning board of adjustment and appeals, a hearing thereon and upon approval thereof, any main structure may be erected or altered in any district to a height in excess of that specified for the district in which the structure is located provided that the excessive height is in harmony with land uses and growth and development within the neighborhood and generally with existing and future development located within the city and that each dimension provided herein for required front, side and rear yard is increased one foot every two (2) feet of such excess height; provided, further, where no yard is required, the part of the structure exceeding the height specified for the district shall be set back from the vertical lane of the adjacent building site line one (1) foot for every two (2) feet of such excess height. The erection or alteration of any structure to a height exceeding fifty (50)

feet shall be permitted only upon certification by the chief of the Gulfport Fire Department that the necessary facilities and equipment are available for protection of the higher structure.

(3) *Compensating bulk and open space.* To permit variety in the shape and bulk of structures, upon approval of the planning commission and subject to such limitations as it may prescribe for the protection of adjacent property, in any district, part of a main structure may be erected or altered to a height in excess of that specified for the district in which the structure is located, provided a volume of space at least equal to the volume of space occupied by the part of the structure exceeding the height limit is provided and kept open below the height limit. It is intended that such open space below the height limit shall compensate for the bulk above the height limit, and to this end both the excess bulk and the compensating open space shall be provided on the same building site.

(D) *Supplementary yard regulations.*

(1) *Buffer planting strips.* Wherever the boundary of a building site in a B-1, B-2, B-3, E-G, I-1 or I-2 district adjoins an R-1, R-2, R-O or R-B district, and where a business use in an R-B district adjoins a one-family, two-family or multiple-family dwelling, there shall be provided on such business or industrial building site a buffer strip not less than fifteen (15) feet in width. Any required yard shall comply with the following regulations:

(a) *Landscaping.* Screen planting shall be provided in sufficient density and of sufficient height to afford protection to the residence district from the glare of lights, from blowing paper, dust and debris, from visual encroachment, and to effectively reduce the transmission of noise. Screen planting shall be maintained in a clean and neat condition. The initial height of the planting must be a minimum of four (4) feet and of such a variety that the vegetation will grow to a minimum height of seven (7) feet within twenty-four (24) months of planting.

(b) *Use of land.* No part of a buffer planting strip shall be used for any purpose other than screen planting unless such screen planting is provided adjacent to the residence district or residentially used property in an R-B and R-O districts in sufficient depth and density to accomplish the purpose of protection, in which case as much as five (5) feet of the required fifteen (15) feet may be used for parking or other open space uses not in conflict with the purpose of protection of the adjacent residence district nor in violation of any other provision of this ordinance.

(c) *Screen wall.* If a lot of record on the effective date of this ordinance is so unusually small that enforcement of the minimum required buffer planting strip precludes the reasonable use of the property, then a variance may be considered upon approval of the board of adjustment, and subject to such conditions as it may prescribe as necessary to achieve the purpose of screen planting, a solid screen wall of permanent material eight (8) feet high with a buffer planting strip no less than ten (10) feet in width may be substituted for the screen planting.

The requirements for a buffer planting strip may be waived by the board of commissioners in amending this ordinance to create or expand a business or industry district upon a report from the planning commission stating that future extension of the business or industry district is anticipated and that the proposed building wall will present an acceptable appearance to the adjacent residence district. Waiver of the requirement for a buffer planting strip shall not constitute waiver of any side yard requirement.

(2) *Minimum side yard width.* In any district where side yards are not required by the district regulations, if a side yard is provided it shall have a width of at least five (5) feet.

(3)

Corner building site. In any district, a corner building site having to its rear a building site facing toward the intersecting or side street shall have provided on the intersecting or side street side of the corner building site a side yard having a width equal at least to the depth of the front yard required for a structure on the building site to the rear of the corner building site; provided, however, that this regulation shall not be applied to reduce the buildable width of the corner building site to less than thirty (30) feet.

(4) *Visibility at intersections.* On a corner building site in any district in which a front yard is required, no fence, wall, hedge, structure or planting creating a material impediment to visibility between the heights of three (3) feet and eight (8) feet above the street grade at the intersection shall be erected, placed or maintained within the triangular area formed by the intersecting street lines and a straight line connecting such street lines at points equidistant from such point of intersection and passing through a point, which point is the intersection of lines defining the required front and side yards. Off-street and on-street parking within the subject triangular area is especially prohibited.

(5) *Side yard exception for small lots.* Where side yards are required and a lot of record is less than sixty (60) feet in width and on the effective date of this ordinance was lawfully existing and of record, each side yard shall have a width of not less than two-fifteenths (2/15) the width of the lot; provided, however, that in no case shall either side yard have a width of less than five (5) feet.

(6) *Major street right-of-way.* Front yard depth, and in the case of a corner building site, side yard width shall be measured from the future street right-of-way of a major street established on the Plan for Circulation (Major Street Plan), a part of the Master Plan for the City of Gulfport.

(7) *Fences, walls, and hedges.*

(a) General design and material regulation.

1. All privately owned fences, walls, and hedges must be on the property owned by the owner of the subject fence and must not be in any right-of-way.
2. Ground level may not be altered for purposes of allowing a higher fence, wall, or hedge.
3. Unless otherwise stated in this section and where the maximum heights allowed for any fence, wall, or hedge are in conflict; the shortest maximum height shall apply.
4. Customary fencing around tennis courts and other recreational amenities shall follow the height restrictions and setbacks of the district and shall comply in all other respects with the terms of this section.
5. Subdivision entrance features—commonly used to identify subdivisions—must only be at the entrances to a subdivision and must not be higher than six (6) feet above grade. The feature may be on any property line adjacent to a right-of-way provided it does not inhibit the visibility of traffic, is compliant with Section (D) (4) Visibility at intersections, and shall otherwise comply in all other respects with the terms of this section.
6. Gates must not be designed to swing across property lines or to swing into any right-of-way.
7. Fences, walls, and hedges adjacent to a less intense zoning designation must follow the fencing regulations of the less intense zone.
8. Fencing and wall material must be an imitation of or be actual brick, wood, stucco or wrought iron. Fence types include stockade, split rail, picket, wrought iron, decorative bollard, and chain link and are typically constructed of wood, vinyl, and veneered metal. In industrial districts, painted metal panels may be allowed with the exception that no unarticulated length shall exceed one-foot (1'). Walls are typically solid-opaque structures constructed of stone or masonry. Materials and finishes should be durable and easily maintained and fencing and walls shall be compatible with the design of the principle building.

   Fences and walls shall not be constructed of electrically charged wire and wire fences such as those with hardware cloth, chicken wire, agriculture, or others. Moreover, materials not specifically manufactured for permanent fencing are not allowed, and no fence shall be made of, in whole or in part, cloth, canvas or other like material. The cut or selvage end of wire or metal fencing materials may not be exposed at the top of a fence if the height of the fence is less than six and one-half (6 1/2) feet.
9. Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. All exposed steel, except galvanized metal fences, shall have a colored finished coat applied to them and be preserved against rust and corrosion.
10. Missing boards, pickets or posts shall be replaced within 45 days with material of the same type and quality.
11. Fences and walls shall be maintained in an upright condition.
12. Property owners shall be responsible for the maintenance of the fencing, walls and hedges on their property, and for removal of any fence, wall, or hedge if it becomes unsightly or a menace to public safety, health or welfare.
13. On a drainage or irrigation easement, an owner may fence their property, but the water flow cannot be interrupted and must allow full access to the holder of the easement for the purpose of the easement. This may require gates to access the property with both foot traffic and equipment required to maintain the ditch or pipe. It is the responsibility of the property owner to contact those who own the easements and get approval of the fence, gate, etc., design.

(b) Residential Districts including R-O, R-B, T4L and T4+.

1. Fences, walls, and hedges between the primary and continuous front façade line continuing to the rear of the property:
   i. Must not be higher than six (6) feet above grade except where required to be higher by city ordinance.
   ii. A decorative topping of no less than fifty (50) percent transparency may be allowed but must not exceed eight (8) feet above grade.

iii. Fence, wall, and hedge posts may extend past six (6) inches above the absolute height of a fence above grade and must be of a decorative design where extended but in no case may it exceed eight (8) feet above grade.

2. Fences, walls, and hedges between the primary and continuous front façade line and the front property line must not be higher than four (4) feet above grade.

3. Barbed or razor wire is expressly prohibited.

(c) Business and Industrial Districts including E-G.

1. Fences, walls, and hedges between the primary and continuous front façade line continuing to the rear of the property must not be higher than ten (10) feet above grade including fence posts.

2. Fences, walls, and hedges between the primary and continuous front façade line and the front property line must not be higher than four (4) feet above grade.

3. A maximum of two feet of barbed or razor wire is allowed on fences or walls not less than eight (8) feet above grade. However, barbed or razor wire is not allowed on any fence or wall adjacent to a property belonging to a residential use or district including R-O and R-B.

(d) Standards for variance approval. When determining a variance to fence, wall, and hedge requirements, the zoning board shall consider the following:

1. Safety in regard to the subject property, adjacent properties, ingress and egress, streets, alleyways, and water bodies;

2. Visual impact on adjacent properties, streets, alleyways, and water bodies;

3. Design in relation to other structures on the same lot, adjacent properties, and the neighborhood;

4. Impact on ingress and egress, if applicable;

5. Screening, buffering or separation of any nuisance or hazardous feature.

6. Compatibility with adjacent properties.

(8) *Off-street parking.* In R-1, R-2, R-O, R-B, B-1, B-2, B-3, I-1 and I-2 districts parking spaces are not permitted within three (3) feet of a front yard property line nor within three (3) feet of any lot line that abuts a street.

(9) *Front yard exception for established residential neighborhoods.* Where development is taking place in an established residential neighborhood with lots of record that were lawfully existing on the effective date of this appendix, the front yard setback may be adjusted to allow for consistent development to accommodate infill. The residential dwelling front yard setback will be based on the adjacent building sites (parcels). The contractor, when submitting the site plan, will also identify the principal building setbacks for the adjacent properties by affidavit. If property or properties adjacent to the principle buildings have a front yard setback of fifteen (15) feet or less, the new construction may use the front yard setback of fifteen (15) feet or greater. Newly created residential subdivisions must meet the requirements of the zoning district in which they are located.

(E) *Supplementary design standards.*

(1) *Application & review process:* For projects subject to review as defined below, applicants will be required to submit proposed site plans, landscape plans, building elevations, photographs of adjacent and surrounding properties, and information regarding proposed building materials. Such information will be used as the basis for a determination of compliance or non-compliance with applicable design standards.

Upon review of applications, staff may deem a project not in compliance with applicable design standards and forward the application to the Architectural Review Committee (ARC) for review. The ARC will review the application and prepare a determination of compliance or non-compliance with applicable design standards. For projects the ARC finds the project not in compliance, the applicant may revise plans and resubmit for staff review or appeal the decision to the planning commission.

The planning commission will review such applications and prepare a determination of compliance or non-compliance. If the planning commission finds the project not in compliance, the decision may be appealed to the city council by filing with staff a written notice of appeal specifying the decision from which the appeal is taken. A decision of the city council may be appealed to the court of jurisdiction as provided in the Mississippi Code of 1972, as amended.

(2) Residential projects

The standards of this section apply to residential building projects meeting the following criteria:

New single family residential buildings in new subdivisions. New construction of residential buildings in new subdivisions of greater than twenty five (25) lots platted after the effective date of these ordinance revisions.

New multi-family residential development. New construction of multi-family residential buildings of greater than eight (8) units and renovations or additions to existing eight (8) units multi-family residential buildings valued greater than fifty (50) percent of the value of the structure.

(a) *Design Standards*

1. *Site design.*

1.1. *General.*

i. Projects should consider their influence on neighboring properties. Projects should be designed to contribute to the overall character, identity, and attractiveness of a neighborhood or district and minimize impacts on nearby property zoned for lower density/intensity uses.

ii. Natural features such as viewsheds, trees, wetlands, drainage ways, and other features unique to the site should be preserved and incorporated into development proposals.

iii. Open spaces and play areas should be safe, centrally-located, easily-accessible by pedestrian sidewalks and paths, and visible from adjacent sidewalks and roadways to allow for informal surveillance.

1.2. *Site configuration and building placement.*

i. Building placement and site configuration should reflect the prevailing pattern of the neighborhood.

ii. Buildings serving common purposes in multiple-family projects should be placed in a prominent location and help define public spaces, terminate vistas, and screen service drives and areas.

iii. Primary building entries should be located on front façades, designed to be visible from adjacent streets and sidewalks, and offer protected from the elements with a covered porch or stoop.

iv. Separate building along the same street frontage should be built along relatively continuous front setback lines with slight variations allowed to provide relief.

1.3. *Fencing and screening.*

i. Front yard walls and fencing taller than three (3) feet in height are discouraged in residential neighborhoods.

ii. Fencing or screening material and designs should match or complement the fencing materials and designs on adjoining properties. Materials and finishes should be durable and easily maintained. Brick, wood, stucco or wrought iron are the preferred materials.

1.4. *Storage, utilities, and mechanical equipment.*

i. Areas for outdoor storage, including within carports and beneath elevated buildings, should be screened from public view through a combination of location on property, building design, landscaping, fencing, and architectural screening or enclosure.

ii. All ground-level mechanical equipment, including but not limited to satellite dishes, propane tanks, antenna, irrigation controllers, ladders, vent pipes, heating, ventilation, and air conditioning (HVAC) units, and alarm boxes, should be located away from public view to side or rear of the primary building and should be screened from view from street with architectural enclosures (integrated into the building design) or landscape screens.

iii. When rooftop or elevated placement of mechanical is necessary, the equipment should be located on the side or rear of the building to limit street visibility. In addition, roof mounted equipment on multi-family buildings should be screened from the view of adjacent properties.

iv. New public utilities and infrastructure should be placed underground or in rear alleys if feasible.

1.5. *Landscaping.*

i. Landscaping on individual lots should be designed to reinforce a neighborhood's sense of place and identity, provide privacy, screen mechanical and utility equipment otherwise visible from public streets, and ease transitions among adjacent buildings.

ii. Where possible, existing landscape elements should be incorporated and preserved. Healthy mature trees and tree groupings should be preserved as design determinants. Mature trees on project sites should be protected and preserved as per City of Gulfport tree preservation standards.

iii. The front yard area of individual lots should include at least forty (40) percent of the total area in lawn or ground cover, one shade tree, and shrubs as foundation planting along the front façade of buildings. Foundation plantings should be at least twelve (12) inches tall at planting and located in a minimum three (3) foot deep landscape bed with mulch or ground cover.

iv. Use of native, drought tolerant species is preferred.

1.6. *Site and architectural lighting.*

i. Exterior lighting in residential neighborhoods districts should be limited to lighting of walkways, patios, stoops and porches and the lighting of landscape and building features.

ii. Architectural lighting of façades should focus on illuminating the building's surfaces. Light fixtures should include internal reflector caps, refractors, or shields that provide an efficient and focused distribution of light and avoid glare or reflection across property edges or onto adjacent buildings.

iii. Illumination design should avoid lighting of the night sky.

2. *Building design.*

2.1. *General.*

i. Building design should preserve and enhance the existing community character of Gulfport, contribute to the unique sense of place of the city's neighborhoods and districts, and convey a sense of human-scale through architectural articulation, materials, and proportion.

ii. Although no single architectural style or design is preferred in the city, residential building designs should strive for compatibility with other buildings in their neighborhood or Design Standards district. Designers should assess the architectural design, exterior building materials, colors, and arrangement of buildings and other features prior to completing design plans.

iii.

The introduction of experimental, overly expressive, or unique designs in existing neighborhoods is generally discouraged. Attempts should be made to tie the building into its neighborhood context through the use of similar massing, materials, roof form, architectural styles, or other techniques.

iv. New buildings that mimic historical styles are acceptable, but they should be accurate interpretations. Special attention should be paid to materials, proportions, and ornamentation originally used in the proposed style. Accessory buildings and renovations of and additions to existing buildings should follow the architectural style of the primary building.

2.2 *Massing and form.*

i. The height, form, size, scale, massing, and proportion of new buildings should be compatible with surrounding buildings. For example, the proportion of the main body of the house to its wings, porch projections, and lot width should approximate proportions found in surrounding buildings.

ii. Large multiple-family buildings should be designed to reduce their apparent size with projecting wings, dependencies, varying roof profiles and forms that define courtyards, terraces and patios. Façade setbacks, terraces, and changes in color and material can be used to achieve a residential scale.

iv. Designs with numerous gables, roof pitches, dormers, and out-of-proportion window and entry treatments, should be avoided in favor of more subtle designs that blend with the historic architecture of the neighborhood or community.

2.3. *Façades.*

i. The spacing, placement, scale, orientation, proportion, and size of window and door openings, porches and stoops, bay windows, and other design features should be consistent with treatments typical of the proposed architectural style and compatible with the design character of surrounding buildings.

ii. Although residential building façades should be articulated and incorporate residentially scaled architectural details and features, restraint should be used in design.

2.4. *Porch, awnings, and balconies.*

i. Covered porches on one-family and two-family dwellings and covered stoops on townhomes dwellings are strongly encouraged.

ii. Porches, stoops, awnings, balconies and other architectural projections should be of appropriate scale, shape, color, scheme and pattern in order to reinforce good design principles, and should be designed to complement the color and material of the building to which they are affixed.

iii. Covered porches should be scaled and detailed consistent with the proposed Architectural style of the house. Generally, covered porches should be at least six (6) feet deep, at least six (6) feet wide when possible and elevated above grade to match the finished floor level of the house. Covered stoops should be at least four (4) feet deep, four (4) feet wide when possible, and elevated above grade to match the finished floor level of the townhome dwelling.

2.5. *Roofs and eaves.*

i. Generally, roofs of residential buildings should be pitched and not flat. Common Pitched roof forms in the City are gabled, hipped, and gambrel.

ii. Pitched roofs should be, where possible, symmetrical hips or gables, with a pitch between 4:12 and 12:12. Pitched roofs should have overhang or eave dimensions between eight (8) and twenty-four (24) inches consistent with the proposed styles unless contradictory to building codes.

iii. For additions or renovations of existing buildings, the roof type, pitch, color, and Material should be consistent with that of the original building.

2.6. *Windows and doors.*

i. Generally, windows should be vertically oriented, i.e., taller than they are wide, individually articulated, and not form long horizontal or vertical bands.

ii. Replacement windows on existing buildings should look as similar to the original Window as possible to preserve the building's architectural design. The number, size, style and shape of window panels should be consistent with the original windows.

iii. Replacement doors should be of the same type as the original, or fit with the Architectural style of the building, and where applicable, original trim should remain intact.

iv. The use of metal security doors and externally-mounted security window bars is discouraged.

2.7. *Materials and finishes.*

i. In new construction, materials should be comparable to those in the neighborhood and should be appropriate to the selected architectural style of the house (i.e., stucco should not be used for a Victorian, and fish-scale shingles should not be used on a Mediterranean).

ii. Cladding material "palettes" should be kept simple. Generally, buildings should not have more than two (2) primary cladding materials and such materials should only be combined horizontally, with the heavier material below the lighter.

iii. Façade colors should be neutral or muted colors. The use of bright "primary" colors should be prohibited. Accent colors may be brighter

and more intense but should harmonize with the dominant building color.

iv. For renovations to existing buildings, every effort should be made to maintain the original materials; however, if new siding is proposed, it should match the type and style of the original or that which is typical to the period.

2.8. *Elevated buildings.*

i. Foundations of elevated buildings are integral parts of the building and should be integrated with and designed to complement the design of the building.

ii. The placement and composition of foundation architectural elements including structural supports, screening, and other architectural elements should coincide with prominent external façade design elements including columns, posts, colonnades, trim details, or other vertical elements.

iii. Filling sites to more than two (2) feet above adjacent sidewalks, street grades or lots is generally discouraged. A site's finished grade should match existing topography where possible.

iv. The configuration and type of pedestrian access (i.e. porch, stairs, landings, ramps, and walkways) should be determined by site's required setbacks, other site features including parking and vehicular access features, and compatibility with and proximity to adjacent properties.

v. Non-structural, architectural screening panels or breakaway walls should be designed to match the overall architectural design of the building and piers or piles should be painted or wrapped with architectural molding or trim.

vi. Landscape screening should complement the architectural elements of the building and be part of an overall strategy for mitigating the effects of elevated buildings.

(3) Commercial projects.

The standards of this section apply to commercial and mixed use building project meeting the following criteria:

New and Renovated Buildings along Commercial and Mixed Use Corridors. New construction of a building or major renovation or addition to an existing building valued greater than fifty thousand ($50,000.00) dollars intended for commercial, office, hotel/motel, or other commercial or mixed use on a property fronting on or visible from a public roadway designated as an arterial or major collector in the city's comprehensive plan.

(a) *Design Standards.*

1. *Site design.*

1.1. *General.*

i. All projects should ensure natural features, other site features, relationship to adjacent buildings, land uses, and street have been appropriately incorporated into the design and selection of the best location for a building or buildings on a particular site.

ii. Natural site amenities should be recognized. Views, trees, creeks and similar features unique to the site should be preserved and incorporated into development proposals. Such features should be considered as strong site design determinants. Disruption of existing natural features, particularly older trees, should be minimized.

iii. Site grade elevation changes should be limited to prevent conflicts between adjoining properties and public rights-of-way.

1.2. *Site planning and building placement.*

i. Projects should consider their influence on neighboring properties. Projects should be designed to contribute to the overall character, identity, and attractiveness of a neighborhood or district and minimize impacts on nearby property zoned for lower density/intensity uses.

ii. Pad buildings on outparcels or a portion of a main building on a site with multiple buildings should be located along street frontages to add definition to the streetscape.

iii. Buildings on corner sites should consider both street frontages, with precedence to the primary street.

iv. Buildings in the interior of large sites should be placed to form a consistent, distinct edge along interior drives and pedestrian pathways and be arranged to define public and semipublic spaces such as gardens and courtyards.

v. Buildings serving common purposes in multiple-family projects should be placed in a prominent location and help define public spaces, terminate vistas, and screen service drives and areas.

1.3. *Building orientation and entries.*

i. Buildings should be arranged along the perimeter of large sites with primary façades and entryways oriented to public streets and the intersections of major roads and site access drives.

ii. Primary building entries should be clearly defined and highly visible.

iii. For commercial buildings with multiple retail spaces, individual retail spaces on the ground floor should have their own separate entry, unless it is an interior mall entrance case, at the front of the building oriented to a street, parking area or service drive. Retail uses may have secondary entries in the rear of the building.

iv. Detached buildings in a multiple-family residential project or mixed use buildings with upper story residential should be located so that primary ground floor entries to units open onto landscaped patios, stoops, dooryards, or courtyards.

v.

Separate entries for ground-floor residential units facing streets and sidewalks are encouraged. Rear and side units should have yard depths sufficient to create adequate separation from service and parking areas.

1.4. *Fencing and screening.*

i. Fencing materials and colors should complement the building's architectural style and utilize the prevalent materials and design for the building and the neighborhood. Materials and finishes should be durable and easily maintained. Brick, wood, stucco or wrought iron are the preferred materials. Chain link fence at the rear or storage areas at the rear of structures may be uses.

ii. Screening should be accomplished using materials consistent with the building façades so the visual and acoustic impacts are contained and out of view or hearing from adjacent properties and public.

1.5. *Storage, utilities, and mechanical equipment.*

i. Areas for outdoor storage, trash, recycling, and truck loading should be incorporated into the overall design of the building and site.

ii. All refuse and recycling containers should be placed within screened storage areas or enclosures that are designed consistent with current city waste management standards.

iii. Trash enclosures should be located remotely from project access points, building entries, public view corridors, and main circulation paths, but must be accessible to truck traffic for pick up. Enclosures should be constructed of six (6) foot high masonry walls with solid metal gates or wood gates. Enclosure finishes should match the building in color and texture and should include stonework, landscaping, wood and other natural elements.

iv. Elevator penthouses, HVAC units and other roof-mounted equipment should be from view of adjacent properties, roads and pedestrian areas by a parapet wall and located on the side or rear of the building(s) to limit street visibility. Mechanical penthouses and parapet walls should be designed to complement façade designs and be clad in the same materials as the façade. Where such equipment will be visible from adjacent buildings or rear parking areas, the equipment must be mounted to be as unobtrusive as possible and painted to match finish roof materials.

1.6. *Landscaping.*

i. Landscaping should be designed to delineate outdoor spaces, reinforce architectural themes, strengthen the sense of place of a district or corridor, screen services and parking from public view, and ease transitions among adjacent uses.

ii. Landscape designs should provide for clear lines of site and allow for the informal surveillance of sidewalks, pedestrian paths, public spaces, building entries, and other areas where public use is anticipated.

iii. Where possible, existing landscape elements should be incorporated and preserved. Healthy mature trees and tree groupings should be preserved as design determinants. Mature trees on project sites should be protected and preserved as per City of Gulfport tree preservation standards.

iv. Along public street frontages, landscape designs should continue or complement treatments on adjacent properties and reinforce the overall landscape character of the corridor or district.

v. Planting trees, shrubs, vines, and ground cover in combination with strategically placed screen walls should be used to for screening.

vi. Use of native, drought tolerant species is preferred.

vii. Automatic irrigation is preferred for all landscape areas.

1.7. *Public spaces.*

i. Public spaces should incorporate built and natural amenities, including water features, sun, shade, sitting areas, and landscaping.

ii. Public spaces should be designed to human or pedestrian scale.

1.8. *Site and architectural lighting.*

i. Levels of illumination should be responsive to the type and level of anticipated activity, without under or over-illuminating the area. Lighting levels should be limited to the minimum levels necessary to provide public safety. Lighting fixtures should be thoughtfully placed to avoid light spillage and glare and designed to minimize disturbances to all residential units on and off-site, on adjacent properties.

ii. In addition to ensuring that public safety and security are met, exterior lighting should be designed to create a comfortable and attractive pedestrian environment.

iii. Light standards, poles, and other fixtures should be designed as a "family" of fixtures and complement the architecture of the project and surrounding area. Lighting should be of durable and vandal-resistant materials and construction. Energy-efficient lighting should be used. Industrial style lighting, such as flood lighting or fluorescent lighting, is discouraged.

iv. Parking lot light fixtures should be uniform in design and provide adequate lighting for all areas. Metal halide lamps are preferred in cut-off fixtures to prevent glare and light trespass.

v. Walkway lighting should be scaled to the pedestrian and provide for safe passage in areas with stairs and ramps. The use of lighted bollards with incandescent or metal halide lamps or other low-level fixtures is encouraged to identify pedestrian walkways and drop-off areas at building entries.

vi.

Architectural lighting of façades should focus on illuminating the building's surfaces. Light fixtures should include internal reflector caps, refractors, or shields that provide an efficient and focused distribution of light and avoid glare or reflection across property edges or onto adjacent buildings.

vii. Fixture design should complement the architecture, and be integrated into the whole of the building design. On historic buildings, fixtures should be concealed within the building's ornaments and articulations as much as possible. Lighting fixtures should be permanently fixed to the building.

viii. Illumination design should avoid lighting of the night sky.

2. *Building design.*

2.1. *General.*

i. Building design should preserve and enhance the existing community character of Gulfport, contribute to the unique sense of place of the city's neighborhoods and districts, and convey a sense of human-scale through architectural articulation, materials, and proportion. Although no single architectural style or design is preferred in the city, building designs should strive for compatibility with other buildings in their neighborhood or district. Designers should assess the architectural design, exterior building materials, colors, and arrangement of buildings and other features prior to completing design plans.

ii. In general, all buildings should be simple with clearly distinguished entries, and special attention given at the base of the building so as to contribute to the overall quality of street and sidewalk environments.

iii. Buildings should be designed to complement their context. Attempts should be made to tie the building into its district or corridor context through the use of similar massing, materials, roof form, architectural styles, or other techniques.

iv. Building design should encompass the whole building or set of buildings with a continuation of architectural elements, use of materials, color scheme, trim features, roof treatments, and general façade treatment. Individual buildings on the same development site should have a strong spatial and architectural relationship. All building façades should be architecturally consistent, but need not look alike.

v. New buildings that mimic historical styles are acceptable, but they should be accurate interpretations. Special attention should be paid to materials, proportions, and ornamentation originally used in the proposed style and should reflect the prevailing pattern of the neighborhood.

vi. Corporate design elements for chain businesses should be integrated into the design of the building.

2.2. *Massing and form.*

i. Single, large, dominant building masses should be avoided. Where large buildings are proposed, building mass should be broken up through the use of setbacks, projecting and/or recessed elements, and similar design techniques.

2.3. *Façades and storefronts.*

i. Façades should be articulated vertically with a base, middle and top, and articulated horizontally with a system of bays to create rhythm and variety.

ii. Building corners that front an important intersection, public space, or gateway should be emphasized through architectural means that address both frontages. Corner emphasis techniques may include taller building volumes at the corner, projecting building elements, chamfered corners, and applied building elements that wrap the corner.

iii. Ground-floor façades along streets planned for pedestrian use should be divided into a series of storefront bays with each bay typically including piers, a door, display windows, a fascia, a bulkhead, and a transom.

iv. The area within a storefront bay should parallel the adjacent sidewalk with part of the surface set back to form a recessed entryway.

2.4. *Porch, awnings, and balconies.*

i. The use of galleries, awnings, canopies, balconies and other architectural projections is encouraged. Such projections should be of appropriate design, scale, shape, color, and pattern in order to reinforce good design principles.

ii. Awnings should be constructed out of canvas or other similar materials and should be if a traditional, triangular profile shape, as opposed to square or rectangle. Installation of backlit awnings is discouraged. Structural supports should not be placed in public rights-of-way.

iii. Street-level awnings and canopies should leave eight (8) feet of vertical clearance over the sidewalk and should not interfere with street trees, streetlights, or traffic. Street-level awnings and canopies may extend horizontally over multiple windows.

iv. Balconies are encouraged. However, they should be attractive and architecturally incorporated into the building. Balconies should have at least ten (10) feet of clearance above the sidewalk.

2.5. *Roofs and eaves.*

i. Flat roofs are permissible on commercial or mixed-use buildings. Buildings with flat roofs must include a parapet surround across the entire primary façade (front elevation) as well as on both side elevations. The top of this parapet should be no less than eighteen (18) inches higher than the highest point in the roof plane.

ii. Cornices, shadow lines, detailed eaves, and other architectural methods should be used to add distinction and ornamentation. Commercial building roof lines should contain variations in roof lines to add interest to and reduce the scale of large-scale retail buildings, using a change in height and type to provide visual interest.

iii. Roof treatments should be designed to conceal flat roof lines, and rooftop equipment from view from adjacent properties and rights-of-way through use of parapet walls or sloping roof planes.

iv. Roof materials should be consistent with the quality of other building materials used and other roof materials used in the neighborhood and should serve a functional purpose. Appropriate roofing materials include, but are not limited to slate, concrete tile (flat with smooth or raked finish), copper, standing seam or batten metal roof (factory applied enamel finishes only), simulated wood shakes or shingles and architectural grade composition shingles.

2.6. *Windows and doors.*

i. High levels of ground floor transparency are encouraged along streets planned for pedestrian use. In such locations, at least fifty (50) percent of the ground floor wall area should consist of windows, arranged primarily as large storefront display windows. Glass should be clear, not reflective.

ii. Windows should maintain coherent and consistent rhythms, both vertically and horizontally. Upper-floor windows should be vertically oriented, or taller than they are wide. Also, each window should be individually articulated and should not form long horizontal or vertical bands.

iii. Windows and doors should not be flush with solid building surfaces, but rather should be recessed at least four (4) inches from the outside wall plane.

iv. The installation of security window bars is discouraged and should not be used on windows directly facing a street. They detract from the architectural beauty of the neighborhood and present an image of instability and fear. Security gates for storefront businesses should be located inside buildings, not outside.

2.7. *Materials and finishes.*

i. There should be a visual distinction between the base (ground-floor façades), middle (upper-level floors) and top of buildings. This can be accomplished by using different materials and/or colors for storefronts and upper stories.

ii. Predominant exterior building material surfaces should be high quality materials, including, but not limited to, architectural block, brick, concrete with an architectural finish, stucco, glass, wood, sandstone, or other native stone and tinted/textured concrete masonry units. Exterior building materials should not include unfinished or unpainted concrete panels, metal panels or smooth face concrete block.

iii. Storefront primary cladding materials should be brick, stone, or carved wood panels. Wood, when used, should be painted or stained. Doors should match storefront window frames, and should be made of crafted wood, stainless steel, bronze, or other ornamental metals.

iv. Façade colors should be neutral or muted colors. The use of bright "primary" colors should be prohibited. Accent colors may be brighter and more intense but should harmonize with the dominant building color.

v. For additions or renovations of existing buildings, siding and detail materials used should generally match or be consistent with the original building materials.

2.8. *Elevated buildings.*

i. Foundations of elevated buildings are integral parts of the building and should be integrated with and complementary to the building.

ii. The placement and composition of foundation architectural elements including structural supports, screening, and other architectural elements should coincide with prominent external façade design elements including columns, posts, colonnades, trim details, or other vertical elements.

iii. Filling sites to more than two (2) feet above adjacent sidewalks, street grades or lots is generally discouraged. A site's finished grade should match existing topography wherever possible.

iv. The configuration and type of pedestrian access (i.e. porch, stairs, landings, ramps, and walkways) should be determined by site's required setbacks, other site features including parking and vehicular access features, and compatibility with and proximity to adjacent properties.

v. Open foundations with piers or piles supporting buildings should be fitted with nonstructural, architectural screening panels or breakaway walls to match the overall architectural design of the building. At a minimum, piers or piles should be painted or wrapped with architectural molding or trim.

vi. Landscape screening should complement the architectural elements of the building including architectural screening and pedestrian access elements and represent part of an overall strategy for mitigating the effects of elevated buildings.

3. *Access and parking.*

3.1. *General.*

i. Sites should be designed to provide clearly identifiable pedestrian and vehicular access, integrate and separate the needs of pedestrians and vehicles, provide aisle circulation patterns with avoidance of dead-end aisles, and provide or address the potential of interconnection between adjacent similar uses.

ii. Projects should provide safe, convenient, and relatively direct pedestrian linkages with public streets and sidewalks, existing and planned transit stops, and adjacent properties of like uses.

iii. Separate vehicular and pedestrian circulation systems should be provided for larger projects. Pedestrian access to residential developments generally should not utilize driveways and pick-up areas.

iv. Pedestrian linkages between uses in commercial developments should be emphasized, including distinct pedestrian access from parking areas in large commercial developments such as shopping centers.

3.2. *Vehicular access and circulation.*

i. Adjacent developments should have coordinated access points whenever possible and internal and new streets should connect to existing streets or be designed to facilitate future connections to the maximum extent possible.

ii. Where possible, vehicular access to the site should be provided from side streets or alleys. For corner lots, access should be provided from both streets.

iii. Internal street systems should be required for sites containing multiple buildings. Internal streets should be designed as public streets with typical streetscape design elements, including street trees in planting strips, sidewalks, and pedestrian lighting.

iv. On-site vehicle circulation should be designed to discourage speeding throughout parking areas to minimize the potential conflict with pedestrians and parked vehicles.

3.3. *Pedestrian access and walkways.*

i. Projects should provide safe and efficient access for pedestrians to the street, public transportation systems and adjacent neighborhoods or developments.

ii. New developments should provide continuous pedestrian sidewalks along public rights-of-way.

iii. Public street sidewalks should be placed so that a minimum of six (6) feet exists between the sidewalk and back of curb to allow for streetscape planting and shading when feasible.

iv. In locations where insufficient public right-of-way exists to accommodate a landscape area and sidewalk, such improvements should be provided in a recorded public access easement.

v. Public sidewalks and parking areas should be connected to primary building entries by pedestrian walkways.

vi. Pedestrian crosswalks should be provided across internal drives and through parking divider islands and planting beds.

vii. Pedestrian walks should generally be four (4) feet in width and made of unit pavers or brush finish or sand blasted concrete and meet design standards for public sidewalks, including ADA compliancy. Painting or imprinting walkways or use of asphalt is not recommended.

viii. Where bicycle lanes, routes, or pathways exist or are planned, new projects should incorporate connections into the project design.

3.4. *Parking location and design.*

i. For commercial and mixed use projects, parking should be placed on the side or rear of buildings, screened from public view if feasible, and located to avoid conflict with pedestrian walks and truck loading or service areas.

ii. For large-scale commercial projects, parking lots should be distributed around the building to reduce the overall scale of the parking area and provide convenient access to the building entry.

iii. Parking areas should be connected to primary building entries by pedestrian walkway corridors and organized in clearly defined grouping of spaces separated by landscaping or by design components of the site or building.

iv. To reduce heat gain in parking areas, the use of shade trees in parking islands or along landscape buffers is required.

v. Parking rows should contain no more than ten (10) parking spaces uninterrupted by a landscaped island. Landscape islands should measure a minimum of eight (8) feet in width and eight (8) feet in length.

3.5. *Drive-thru windows and service areas.*

i. Loading and service areas for delivery or transfer of merchandise including vehicle access to those areas should be screened from public view by a combination of building design, layout, masonry walls, and dense landscaping.

ii. Commercial auto repair garages, tire stores, service stations, car washes, convenience stores, banks, restaurants and all types of buildings with drive-thru lanes and auto service facilities should be oriented to avoid service bays and drive-thru lanes fronting on public streets if feasible.

(Ord. No. 1545, § 1, 1-6-81; Ord. No. 1558, § 1, 3-4-81; Ord. No. 1574, § 1, 9-29-81; Ord. No. 1598, § 1, 7-6-82; Ord. No. 1634, § 1, 9-20-83; Ord. No. 1650, § 1, 1-17-84; Ord. No. 1864, § 1, 12-19-89; Ord. No. 1873, § 1, 3-6-90; Ord. No. 1915, § 1, 11-17-92; Ord. No. 2048, 5-7-96; Ord. No. 2075, § 1, 3-4-97; Ord. No. 2119, § 1, 12-16-97; Ord. No. 2127, § 1, 2-17-98; Ord. No. 2462, § 1, 3-7-06; Ord. No. 2617, § 2, 1-15-09; Ord. No. 2682, § 1, 6-22-10; Ord. No. 2689, §§ 3, 4, 7-20-10; Ord. No. 2691, §§ 1C—1E, 8-3-10; Ord. No. 2733, 11-3-11; Ord. No. 2844, § 2, 12-22-15; Ord. No. 2919, § 2, 9-19-17; Ord. No. 2941, § 1, 3-20-18; Ord. No. 2947, § 3, 6-19-18; Ord. No. 2987, § 1, 2-5-19; Ord. No. 3087, § 2, 9-21-21)

Cross reference— Buildings, Ch. 3; motor vehicles and traffic, Ch. 6; water and sewers, Ch. 11; flood control, App. B; food and food handlers, § 4-56 et seq.; garbage, trash and weeds, § 4-141 et seq.; trailer camps, § 5-86 et seq.; signs, § 9-76 et seq.; fire prevention and protection, § 10-26 et seq.

Sec. V. - Planned building groups.

(A) *Policy on planned building groups.*

(1)

Purpose of provisions. Under the regulations prescribed by this appendix for the various districts, a separate site is required for each structure other than an accessory structure. For the purpose of allowing and encouraging greater variety of design and flexibility of location for buildings comprising a planned group and occupying an area of two (2) or more acres for multiple-family, condominiums, industrial, or commercial developments, or an area of fifteen (15) or more acres for a duplex development when combined with multiple-family and/or commercial developments, the provisions of this section waive the requirement for a separate building site for each building and permit two (2) or more buildings to be erected and maintained on the same building site where the planning administrator finds that certain conditions hereinafter set forth are met. Examples of such building groups that might be erected under the provisions of this section are multiple-family dwelling projects, shopping centers and senior living facilities. This section is not applicable to one-family, townhomes, or zero lot line developments.

(2) *Option and limitations.* The use of this section in connection with the development of any land or the construction of any building or group of buildings is optional with the applicant. The provisions of this section are applicable in all districts; provided, however, that nothing in this section shall be construed to permit in any district any use not permitted in that district as a use by right or with planning approval or by special exception.

(B) *Conditions to be met by planned building groups.*

(1) *District regulations.* Every building group erected and maintained under the provisions of this section shall comply with all of the regulations established by this ordinance for the district in which the building group is located except the regulation requiring a separate building site to be provided and maintained for each principal structure. Such building group may be considered as one building for the purpose of complying with the building site area, height, yard and other regulations of the ordinance; provided, however, that a building group comprised of dwellings, any one of which contains fewer than four (4) units, shall not be considered as one building but shall comply with the building site area requirements for each dwelling considered separately. With respect to residential uses, building site area per dwelling unit may be reduced not to exceed twenty (20) percent where common open space provided justifies such reduction by its location, character and intended use.

(2) *Site plan and improvements.* A planned building group shall have, and there shall be provided, the following:

(a) *Drainage.* Adequate facilities for the drainage of surface water, including storm sewers, gutters, paving, and the proper design of finished grades;

(b) *Circulation.* Adequate facilities for the safe and convenient circulation of pedestrian and vehicular traffic, including walks, driveways, off-street parking areas, off-street loading areas and landscaped separation spaces between pedestrian and vehicular ways;

(c) *Play areas.* In dwelling building groups, adequate and safely located play areas for small children.

(3) *Building spacing and access.* The following building spacing and access shall be provided. Distance shall be measured between exterior walls. Minimum spacing dimensions shall not apply to corner-to-corner placement of buildings where walls do not overlap.

(a) *Spacing of buildings.* A building wall shall be located no closer to another building than a distance equal to the height of the taller building of the two (2); provided, however, that for a two-story building containing dwelling units such distance shall be not less than fifty (50) feet in the case of two (2) walls having windows and entrances, not less than thirty (30) feet in the case of two (2) walls having windows but no entrances, not less than twenty (20) feet in the case of one wall having windows and the other no windows, and not less than eight (8) feet in the case of two (2) walls having no windows; provided, further, that for buildings of more than two (2) stories, spacing shall be increased appropriately. Variations from these spacing requirements may be made by the planning commission upon a showing that the arrangement of buildings is such that the orientation insures adequate light and air, avoids undue exposure to trafficways and the parking and service areas of commercial establishments and preserves reasonable visual and audible privacy between buildings.

(b) *Access by emergency vehicles.* The buildings in a planned building group shall be so arranged that every building is accessible by emergency vehicles.

(C) *Procedure on special plans for building groups.*

(1) *Procedure on preliminary special plan.* Submission of a preliminary plan is not mandatory but is recommended as a means of identifying and solving design problems.

(a) *Content of preliminary plan.* An application for approval of a preliminary plan for a planned building group shall contain the following information:

1. The applicant's name, address, and interest in the application;
2. A site plan, which may be in sketch form, showing the land area to be occupied by the building group, its approximate dimensions, easements and rights-of-way, the relation of the building group to adjoining properties, the general layout of buildings, the arrangement of driveways, parking areas, loading areas, walks, screen planting, and other landscaping, and such additional information as may be needed to describe the proposed building group. Elevation or perspective sketches of the proposed building group may be submitted.

(b) *Administrative examination.* Upon receipt of an application for preliminary plan approval of a building group, the planning administrator shall examine the plan and make such investigation as is necessary. The planning administrator shall also transmit a copy of the application to any department or agency which might be affected by the approval of the application, and such department or agency shall transmit its report and recommendation to the planning administrator. Within forty-five (45) days of the receipt of an application for preliminary plan approval, the planning administrator shall review the application and shall approve or disapprove the preliminary plan or forward it to the planning commission for review.

(c) *Review by planning commission.* In certain cases, the planning administrator may send plans to the planning commission for review when conditions exist which warrant public review. Within forty-five (45) days of the receipt of the planning administrator's request for review, the planning commission shall review the plan and shall approve or disapprove the plan; approval may establishment conditions and limitations. The

planning commission shall then return its report of approval or disapproval to the planning administrator, and the planning administrator shall notify the applicant.

(d) *Effect of approval.* Approval of a site plan shall not constitute approval of the building group but shall be deemed only as an expression of approval of the preliminary plan submitted as a guide to preparation of a final plan. Approval of a preliminary plan shall be void if a final plan has not been submitted within one year.

(2) *Procedure on final special plan.* Submission of a final plan in accordance with the following provisions is mandatory for planned building groups.

(a) *Content of final plan.* An application for approval of a final plan for a planned building group shall contain the following information:

1. The applicant's name, address, and interest in the application, and the name, address, and interest of every person, firm or corporation represented by the applicant in the application; the name of the owner or owners of the entire land area to be occupied by the building group;
2. A site plan showing the land area to be occupied by the building group, with its boundaries and dimensions; all public and private easements and rights-of-way, both existing and proposed, within or bounding the designated area and the adjoining properties; the location of the buildings and the use of the land on adjoining properties; proposed contours not to exceed two-foot intervals and necessary finished grade; the location, number of stories, and gross floor area of proposed principal buildings and accessory buildings, curb cuts, driveways, off-street parking areas, off-street loading areas, and walks; open areas to be set aside for special purposes; the location and height of proposed walls, fences, and screen planting; the types of paving or other surfacing to be used in the various areas; and such additional information as may be necessary to describe completely the proposed building group. Elevation or perspective of the proposed building group shall be submitted.

(b) *Action on final plan.* The same procedure for administrative examination and review set out for the preliminary plan shall be followed in respect to a final plan.

(c) *Review by planning commission.* In certain cases, the planning administrator may send plans to the planning commission for review when conditions exist which warrant public review. Within forty-five (45) days of the receipt of the planning administrator's request for review, the planning commission shall review the plan and shall approve or disapprove the plan; approval may establishment conditions and limitations. The planning commission shall then return its report of approval or disapproval to the planning administrator, and the planning administrator shall notify the applicant.

(d) *Effect of approval.* Approval of a planned building group shall be void if a building permit has not been applied for within one (1) year.

(3) *Filing and recording of special plan.* Upon approval of the final plan, a copy of the site plan shall be filed among the records of the building official and the original thereof recorded with the planning division, as a part thereof, and shall thereafter be binding upon the applicants, their heirs, successors, and assigns, shall limit and control the issuance and validity of permits and certificates, and shall restrict and limit the use and operation of all land and structures within the area designated in such plan to all conditions and limitations specified in such plan and the approval thereof; provided, however, that the planning administrator may, upon a showing of engineering necessary thereof, permit minor changes in the location of structures and site improvements, if such minor changes will not change the character of the development, or otherwise cause the plan to fail to meet the conditions specified herein.

(4) *Amendment or withdrawal of special plan.* Pursuant to the same procedure and subject to the same limitations and requirements by which a final plan was approved, filed and recorded, it may be amended or withdrawn, either partially or completely, if all land and structures remaining comply with all the conditions and limitations of the final plan and the approval thereof and all land and structures withdrawn comply with all regulations established by all other sections of this ordinance.

(Ord. No. 2213, § 1, 1-4-00; Ord. No. 2678, § 1, 6-8-10; Ord. No. 2871, § 2, 10-18-16)

Cross reference— Condominiums, Miss. Code Ann. 1972, § 899-1 et seq.; construction of local zoning ordinances, Miss. Code Ann. 1972, § 89-9-33.

Sec. VI. - Off-street parking and off-street truck loading.

(A) *Off-street parking.*

(1) *Provision for off-street parking required.* The off-street parking facilities herein required shall be provided in at least the amount and maintained in the manner herein set forth; provided, however, that off-street parking facilities in excess of the amounts heretofore required by law, need be neither provided nor maintained for land actually used or for structures actually existing (whether occupied or vacant) on the effective date of this ordinance unless, after the effective date of this ordinance such land, structures or uses are enlarged, expanded or changed in which event, the land, structures, and uses hereby excluded shall not be used, occupied or operated unless there is provided for the increment only of such land, structures, and uses, and maintained as herein required, at least the amount of off-street parking facilities that would be required hereunder if the increment were a separate land, structure, or use. The central business district of Gulfport, as shown on the official zoning map, as well as all parcels that front on the north side of 11th Street between the center line of 31st Avenue to the center line of 36th Avenue are exempt from these off-street parking requirements.

(2) *Size and location.* Each off-street parking space, which shall be at least nine (9) feet wide and eighteen (18) feet long, exclusive of access or maneuvering area, ramps and other appurtenances, shall be located off the street right-of-way, and except for one-family and two-family dwellings, facilities shall be so planned that vehicles do not back into the roadway. All required spaces and access thereto must be paved.

(a) Parking in transect zones:

i.

For one- and two-family dwellings located in zones T2, T3, T4L and T4+, parking areas shall be located beyond the front façade of the principal structure except that driveway aprons and drop-offs may be located within the front yard setback. Garages (attached or detached) that open to the primary street and are flush with the front façade shall have a garage door that is in harmony with the design of the primary structure and the surrounding neighborhood. Attached garages that open to a secondary street or alley can be flush with the front façade as long as the side of said garage is designed to look like the rest of the house (e.g. windows, articulation, etc.). View of parking areas and parking structures shall be masked from the frontage by a streetscreen. Parking accessed by alley or rear lane when such are available is optional as a primary or secondary access.

ii. For all other uses in T2, T3, T4L, T4+, T5 and T6 zones, parking can be located flush with the front façade of the principal structure. View of parking lots and parking garages shall be masked from the primary frontage by a liner building, other building, or streetscreen. Parking accessed by alley or rear lane when such are available is optional as a primary or secondary access. Bicycle parking areas can be provided in the front provided it meets applicable design review standards and does not block required pedestrian access.

(3) *Layout and maintenance.* Except for one-family and two-family dwellings, off-street parking facilities shall be constructed, maintained and operated in accordance with the following specifications:

(a) *Vehicular access to individual parking spaces* shall be provided by aisles not less than twelve (12) feet wide for thirty-degree angle parking, fourteen (14) feet wide for forty-five-degree angle parking, eighteen (18) feet wide for sixty-degree angle parking and twenty-five (25) feet for ninety-degree (perpendicular) parking;

(b) *Pedestrian walks* shall be located between every other (alternate) parking bay, a parking bay being the vehicular access aisle and parking spaces on one or both sides served by it. If parking bays exceed three hundred (300) feet in length without vehicular access to adjacent bays or to another drive or street, a pedestrian walk shall be provided between each parking bay. Required pedestrian walks shall have a four-foot clear width and such width shall be protected and maintained by curbs or wheel guards. All pedestrian walks shall be paved and maintained free of standing water; shall be protected and maintained by wheel guards subject to approval by staff;

(c) *Block of parking bays* containing more than two hundred (200) parking spaces [shall] be established if the total number of parking spaces to be provided exceeds two hundred (200). Such blocks shall be defined by landscaped strips having at least a fifteen-foot clear width and such width shall be protected by curbs or wheel guards. Each such landscaped strip shall be raised and protected by curbs and shall contain a four-foot wide pedestrian walk extending the full length of the strip. Vehicular access aisles within the block shall be connected to one or more roadways at least twenty-four (24) feet wide or such greater width as may be required to accommodate the volume of traffic anticipated and along with no parking spaces shall be provided or allowed;

(d) *Surfacing* of all parking facilities shall be concrete, asphaltic concrete or asphalt and all parking facilities shall be properly graded for drainage and maintained in good condition, free of weeds, dust, trash and debris. For residential uses, all ingress and egress within the required front yard setback shall be paved and the balance may be all-weather surface as defined herein, notwithstanding the required off-street parking shall be paved.

(e) *Wheel guards.* Based upon the design and layout of the parking lot, wheel guards and/or curbs shall be provided around the perimeter of any structure or pedestrian way and so located that no part of a parked vehicle will encroach on the pedestrian way or adjacent property line.

(f) *Lighting* shall be provided in all parking facilities accommodating ten (10) or more vehicles and such lighting shall be so arranged that the source of light does not shine directly into adjacent residential properties and does not interfere with traffic;

(g) *Entrances and exits* to parking facilities shall be so located as to minimize traffic congestion;

(h) *Prohibition of other uses.* Parking spaces shall not be used for the sale, repair, dismantling, or storage of any vehicles, equipment, materials, or supplies;

(i) *On-street parking.* In R-1, R-2, R-O and R-B districts, on-street parking shall be used only by vehicles up to eight thousand (8,000) pounds gross vehicle weight (manufacturer's capacity rating) and having wheels not to exceed seventeen (17) inches in diameter;

(j) *Multiple-level parking facilities.* Parking facilities on more than one level shall be designed in accord with those standards set out herein for grade level parking facilities insofar as they are reasonably applicable. The design of such a multiple-level facility shall be subject to approval of the planning commission with respect to layout, circulation, accommodations for pedestrians, ingress and egress and other characteristics affecting safety and convenience.

(4) *Number of parking spaces required.*

(a) At least the following amounts of off-street parking spaces shall be provided. The classification of uses shall be deemed to include and apply to all uses, and if the classification of any use for the purpose of determining the number of parking spaces to be provided is not readily determinable hereunder, the classification of the use shall be fixed by the board of adjustment.

(b) Handicapped spaces shall be provided in accordance with the Standard Building Code.

(c) Reserved.

(d) Any parking area which provides over fifty (50) spaces shall provide five (5) percent van accessible spaces. Such spaces shall be a minimum of ten (10) feet by twenty (20) feet. Van accessible spaces shall not be counted as the handicapped space requirement.

Bed and breakfast inn class A	1 space for each guest room plus 1 space for the owner
Bed and breakfast inn class B	1 space for each guest room and 1 space for the owner, plus 1 space for each 250 square feet of floor area devoted to receptions and other social gatherings
	Off-street parking for bed and breakfast inns may be on-site or within a reasonable walking distance of the bed and breakfast provided that parking facilities do not distract from the residential character of the neighborhood. Proof of parking off-site must be provided annually to the office of planning division (lease agreement, deed, etc.)
Child care center	1 space for each 5 children, plus adequate loading and unloading space in an "off the street" drive, approved by the staff of the planning division
Dwelling, one-family	2 spaces per dwelling unit
Dwelling, two family	2 spaces per dwelling unit
Dwelling, multiple-family	2.0 spaces per dwelling unit plus 2 visitor's spaces for each 8 units or fraction thereof
Gaming	1 space for each 50 square feet of gaming floor space plus 1 space for each employee at maximum employment on a single shift
Hotels, full service	1.5 spaces per guest room plus the required spaces applicable to each additional use connected to the hotel (lounge, restaurant, etc.)
Hotels, limited service	1 space per guest room plus 1 space for each 2 employees on the largest shift
Hotels and rooming houses	1.5 spaces per guest room
Mobile home parks and trailer parks	1.5 spaces per mobile home or trailer
Mobile/manufactured homes	2 spaces per mobile home or manufactured home
Hospitals and sanitariums	2 spaces per bed
Institution for children or the aged; nursing homes	1 space per 2 beds
Theaters; auditoriums, gymnasiums, convention halls, stadiums	1 space per 3 seats
Churches	1 space per 4 seats
Funeral homes	1 space per 3 chapel seats
Schools, elementary	1.5 spaces per teaching station
Schools, junior high	1 space per teaching station
Schools, senior high	1 space per 4 students
Colleges; universities	1 space per 4 students

Business colleges; trade schools	1 space per 4 students
Restaurants	1 space per 50 square feet of space used for customer service plus 1 space for each 2 employees
Furniture or appliance store, machinery, equipment, automotive or boat sales and services	1 space per 900 square feet of gross floor area
Retail stores; personal service establishments; commercial amusements; office; repair shops; medical and dental clinics; libraries; art galleries; clubs; lodges	1 space per 300 square feet of gross floor area
General services or repair establishments; printing; publishing, plumbing; heating; electrical and broadcasting	1 space per 2 employees
Industrial and manufacturing establishments; warehouse and distribution establishments; creamery and bottling plant	1 space per 2 employees on the maximum shift
Free standing lounges/taverns	1 space per 50 square feet of space used for "customer service area" or 1 space for every 2 customers or non-employee occupants, whichever number of spaces is larger, plus 1 space for each employee at maximum employment on a single shift
Night clubs/dance halls	1 space per 50 square feet of space used for "customer service area" or 1 space for every 2 customers or non-employee occupants, whichever number of spaces is larger, plus 1 space for each employee at maximum employment on a single shift
Restaurants	1 space per 50 square feet of space used for "customer service area" plus 1 space for each employee at maximum employment on a single shift.

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(5) *Special plan for sharing of facilities.* Under the foregoing provisions of this ordinance, off-street parking spaces are required to be provided individually for each use or structure. Pursuant to the procedure hereinafter set forth and subject to certain limitations, two (2) or more uses may share off-street parking facilities, with each of such uses being considered to have provided the parking spaces individually.

(a) *Limitations on sharing facilities.* No use shall be considered as individually having provided off-street parking facilities which are shared with one or more other uses unless the schedules of operation of all such uses are such that none of the uses sharing the facilities require the off-street parking facilities at the same time as any other sharing them.

(b) *Application for approval of special plan.* An application for approval of a special plan hereunder shall be filed with the building official by the owner or owners of all land and structures for which shared off-street parking spaces are to be provided. The application shall contain such information as is required by this ordinance or reasonably deemed necessary by the building official and shall include plans showing the proposed shared facilities in relation to the uses for which they are to be provided.

(c) *Review of application.* Applications hereunder shall be reviewed by the building official and either approved or disapproved within thirty (30) days; approval may establish conditions and limitations.

(d) *Filing of special plan.* Upon approval of a special plan, a copy of such plan shall be filed among the records of the building official and shall thereafter be binding upon the applicants, their heirs, successors and assigns, shall limit and control the issuance and validity of permits and certificates and shall restrict and limit the use and operation of all land and structures included within such special plans to all conditions and limitations specified in such plans and the approvals thereof.

(e) *Amendment or withdrawal of special plan.* Pursuant to the same procedure and subject to the same limitations and requirements by which the special plan was approved and filed, any special plan may be amended or withdrawn, either partially or completely, if all land and structures remaining under such special plan comply with all the conditions and limitations of the special plan and all land and structures withdrawn from

such special plan comply with all regulations established by this ordinance and unrelated to the special plan.

(6) *Towing and wrecker yard.*

(a) *Provision for off-street parking required.* The off-street parking facility herein required shall be provided in at least the amount and maintained in the manner herein set forth for all uses and buildings established after the effective date of this ordinance and to all additions, expansions enlargement or reconstruction thereafter.

(b) *Size and location.* Each off-street parking space, which shall be at least nine (9) feet wide and eighteen (18) feet long, exclusive of access or maneuvering area, ramp and other appurtenances, shall be located off the street right-of-way, and shall be so planned that vehicles do not back into the roadway. Office and yard are separate uses with separate parking. No required yard spaces and access need to be paved. Buildings may be placed within the confines of the fenced area but shall be considered separate from the towing and wrecker yard. Such buildings shall conform to the paving provisions so stated with this ordinance.

(c) *[Parking aisles.]* Parking aisles for automobiles shall be of sufficient width to allow a minimum turning in and out of parking spaces. The minimum width of such aisles shall be as follows:

1) For ninety-degree perpendicular parking, the aisle shall not be less then twenty-five (25) feet in width.

2) For sixty-degree parking with one-way traffic flow, the aisle shall not be less than eighteen (18) feet.

3) For forty-five degree parking with one-way traffic flow, the aisle shall not be less then fourteen (14) feet in width.

(d) *[Drainage.]* All off-street parking areas shall be drained so as to prevent runoff onto abutting properties and shall be constructed of material which will have a dust-free surface resistant to erosion and comply with the following:

1) Lighting shall be provided in all parking facilities accommodating ten (10) or more vehicles and such lighting shall be so arranged that the source of light does not shine directly into adjacent residential properties and does not interfere with traffic;

2) Entrances and exits to parking facilities shall be located so as to minimize traffic congestion;

3) Fence height of at least ten (10) feet high and a maximum opacity to obstruct view, noise and passage or persons; chain link or similar fence will be permitted if screen planting which provides maximum opacity is provided.

(e) *Buffer planting strips.* Wherever the boundary of an outer perimeter of the required ten-foot fence is located, there shall be provided a buffer planting strip. This buffer-planting strip can be counted as part of the required ten (10) percent landscaping requirement.

(f) *[Signs.]* In an area easily seen, a sign shall be placed measuring two feet by two feet (2'x 2') with six-inch reflective lettering noting the name of company, address of site, day and night contact number(s).

(g) *Number of parking spaces required.*

Towing and wrecker office	1 space per 900 square feet of gross floor area
Towing and wrecker yard	1 space for every employee on the maximum shift, plus 1 space for every vehicle customarily used in operation of the use or stored on the premises.

(B) *Off-street truck loading.*

(1) *Provisions of off-street truck loading required.* The off-street truck loading facilities herein required shall be provided in at least the amount and maintained in the manner herein set forth; provided, however, that off-street truck loading facilities in excess of the amounts heretofore required by law need be neither provided nor maintained for structures actually used, occupied, and operated on the effective date of this ordinance unless, after the effective date of this ordinance, such structures are enlarged or expanded, in which event the structures hereby excluded shall not be used, occupied, or operated unless there is provided for the increment only of such structures, and maintained as herein required, at least the amount of off-street truck loading facilities that would be required hereunder if the increment were a separate structure.

(2) *Size and location.* For the purpose of this ordinance, each truck loading space shall have an overhead clearance of at least sixteen (16) feet, shall be at least twelve (12) feet wide, and shall be at least fifty (50) feet long, exclusive of access or maneuvering area, platform and other appurtenances. Off-street truck loading facilities shall be located on the same building site on which the structure for which they are provided is located. Access, maneuvering area, ramps and other appurtenances shall be furnished off the street right-of-way and so arranged that vehicles are not required to back from the area into the street.

(3) *Construction and maintenance.* Off-street loading facilities shall be constructed, maintained and operated in accordance with the following specifications:

(a) *Drainage and surfacing.* They shall be properly graded for drainage, surfaced with concrete, asphaltic concrete, or asphalt and maintained in good condition, free of weeds, dust, trash, and debris;

(b) *Lighting.* Lighting facilities shall be so arranged that the source of light does not shine directly into adjacent residential properties or into traffic;

(c) *Entrances and exits.* They shall be provided with entrances and exits so located as to minimize traffic congestion;

(d) *Circulation.* Where access and drives to off-street loading facilities occur in conjunction with off-street parking facilities that provide parking at street level for more than three hundred (300) cars, provision shall be made to maintain separate circulation routes within such facilities.

(4) *Number of loading spaces required.* On the same premises with every building, structure, or part thereof, erected and occupied for manufacturing, storage warehouse, food processing or wholesale distribution plant, hotel, hospital, or other uses similarly involving the receipt or distribution by vehicles of materials, merchandise, goods and service, there shall be provided and maintained on the lot adequate space for the loading and unloading services, in order to avoid undue interference with the public use of the streets and/or alleys. One space shall be required for every twenty thousand (20,000) square feet or fraction thereof in excess of twenty thousand (20,000) square feet of gross floor area used for purposes mentioned herein, or at the discretion of the planning division administrator or his designated representative. Access, maneuvering area and ramps shall be furnished off the street right-of-way and so arranged that vehicles do not have to back into the street.

(5) *Cooperative establishment and use of facilities.* Requirements for the provisions of off-street truck loading facilities with respect to two (2) or more structures may be satisfied by the permanent allocation of the requisite number of spaces for each use in a common truck loading facility, cooperatively established and operated; provided, however, that the total number of spaces designated is not less than the sum of the individual requirements unless, in the opinion of the building official, a lesser number of spaces will be adequate, taking into account the respective times of usage of the truck loading facilities by the individual users, the character of the merchandise, and related factors. In order to eliminate a multiplicity of individual facilities, to conserve space where space is at a premium, and to promote orderly development generally, the building official is hereby authorized to plan and group off-street truck loading facilities cooperatively for a number of truck loading generators within close proximity to one another in a given area, and especially in the general business districts, in such manner as to obtain a maximum of efficiency and capacity, provided consent thereto is obtained from the participants in the cooperative plan.

(Ord. No. 1580, § 1, 11-3-81; Ord. No. 1684, § 1, 11-20-84; Ord. No. 2048, 5-7-96; Ord. No. 2357, § 1, 6-17-03; Ord. No. 2513, § 1(4), 12-5-06; Ord. No. 2538, § 1, 5-22-07; Ord. No. 2746, § 1, 4-17-12; Ord. No. 2796, § 1, 10-7-14; Ord. No. 2985, § 1, 1-23-19)

Cross reference— Method of parking, § 6-301 et seq.

Sec. VII. - Nonconforming uses and structures.

(A) *Intent of regulations.*

(1) *Existence of nonconforming uses and structures.* Within the districts established by this ordinance or amendments that may later be adopted, there exist structures, uses of land and structures, and characteristics of use which were lawful before the effective date of this ordinance or of amendment thereof, but which would be prohibited, regulated or restricted under the terms of this ordinance or of future amendment. It is the intent of this ordinance to permit these nonconformities to continue until they are removed but not to encourage their survival. It is further the intent of this ordinance that nonconformities shall not be enlarged upon, expanded, or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

Nonconforming uses are declared by this ordinance to be incompatible with permitted uses in the districts involved. A nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of structure and land in combination shall not be extended or enlarged by attachment on a building or premises or additional signs intended to be seen from off the premises, or by addition of other uses of a nature which would be prohibited generally in the district involved.

As used in this section, amendment shall mean and shall be limited to an amendment by which the use of land, or structures, or of structures and premises in combination, became nonconforming or were otherwise affected.

(2) *Construction begun prior to ordinance.* To avoid undue hardship, nothing in this ordinance shall be deemed to require a change in the plans, construction or designated use of any structure on which actual construction was lawfully begun prior to the effective date of this ordinance or of amendment thereto and upon which actual building construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where excavation or demolition or removal of an existing structure has been substantially begun preparatory to rebuilding, such excavation or demolition or removal shall be deemed to be actual construction, provided that work shall be carried on diligently.

(B) *Nonconforming uses of land (or with minor structures only).*

(1) *Continuance.* Where a lawful use of land exists on the effective date of this ordinance or of amendment thereto, which use would not be permitted by the regulations imposed by this ordinance or by amendment thereto, and where such use involves no individual structure with a replacement cost exceeding one thousand dollars ($1,000.00), the use may be continued so long as it remains otherwise lawful.

(2) *Enlargement.* No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied on the effective date of this ordinance or of amendment thereto. No additional structure not conforming to the equirements of this ordinance shall be erected in connection with such nonconforming use of land.

(3) *Extension or movement.* No such nonconforming use shall be extended or moved to any portion of the premises or parcel of land other than that occupied by such use on the effective date of this ordinance or of amendment thereto.

(4) *Change in use.* No such nonconforming use of land shall be changed to any other nonconforming use.

(5) *Cessation.* If any such nonconforming use of land ceases for any reason for a period of more than one year, any subsequent use of such land shall conform to the regulations specified by this ordinance for the district in which such land is located.

(C) *Nonconforming structures.*

(1) *Continuance.* Where a lawful structure exists on the effective date of this ordinance or of amendment thereto and which structure could not be built under the terms of this ordinance or amendment thereto by reason of restrictions on building site area, coverage, height, yards, location on the building site, or other requirements concerning the structure, the structure may be continued so long as it remains otherwise lawful.

(2) *Enlargement.*

(a) *Commercial use structures.* An existing nonconforming structure of commercial use may be enlarged provided however, that the property on which the structural enlargement is to be placed is a part of or contiguous to the existing nonconforming structure and further provided that the subject property on which the nonconforming structural extension is to be placed is owned by the owner of the nonconforming commercial structure at the date of the adoption of this ordinance.

(b) *Residential use structures.* Notwithstanding any provision of section VII to the contrary, an existing nonconforming residential structure may be enlarged or expanded, provided, however, that the property on which the structural enlargement is to be placed is a part of or contiguous to the existing nonconforming residential structure, and provided that the enlargement or expansion is not more non-conforming than the existing non-conforming structure.

(3) *Replacement.*

(a) *Commercial use structures.* Should such nonconforming structure of commercial use be destroyed or damaged by an act of God, including tornado, hurricane, flood, wind earthquake, etc., or accident or casualty, including fire or explosion not caused purposefully by the owner or tenant, the structure may be replaced or repaired. However, such replacement or repair shall be subject to the following provision: Application for a building permit must be made to the building official within one year of the time that the structure was destroyed. However, in cases of hardship the mayor and city council shall at their sole discretion have the authority to extend said one-year limitation for additional periods of time up to six (6) months each upon application of the owner or leaseholder prior to the expiration of the allowable nonconformity.

(b) Residential use structures. Notwithstanding any provision of section VII to the contrary, should such nonconforming residential structure be destroyed or damaged by an act of God, including tornado, hurricane, flood, wind, earthquake, etc., or accident or casualty, including fire or explosion not caused purposefully by the owner or tenant, the structure may be replaced or repaired, and may be enlarged and expanded according to paragraph (2) above. However, such replacement or repair under these circumstances shall be subject to the following provision: Application for a residential building permit must be made to the building official within two (2) years of the time that the structure was destroyed. However, in cases of hardship the mayor and city council shall at their sole discretion have the authority to extend said two-year limitation for additional periods of time up to six (6) months each upon application of the owner or leaseholder prior to the expiration of the allowable nonconformity.

(D) *Nonconforming uses of structures (or structures and premises).*

(1) *Continuance.* Where a lawful use of a structure, or of structures and premises in combination, exists on the effective date of this ordinance or of amendment thereto, which use would not be permitted by the regulations imposed by this ordinance or by amendment thereto, and where such structures have a replacement cost of one thousand dollars ($1,000.00) or more, the use may be continued so long as it remains otherwise lawful.

(2) *Enlargement.* An existing structure devoted to a use not permitted by this ordinance or by amendment thereto in the district in which it is located may be enlarged provided, however, that the property on which the structural enlargement is to be placed in a part of or contiguous to the existing nonconforming structure and further provided that the subject property on which the nonconforming structural extension is to be placed is owned by the owner of the nonconforming structure at the date of the adoption of this ordinance.

(3) *Extension.* Any nonconforming use may be extended throughout any parts of a structure which were manifestly arranged or designed for such nonconforming use, but no such use shall be extended to occupy any land outside such structure, except as provided in item (2) above.

(4) *Change in use.* If no structural alterations are made, any nonconforming use of a structure, or of structures and premises in combination, may as a special exception be changed to another nonconforming use provided that the board of adjustment, by findings in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing nonconforming use. In permitting such change, the board of adjustment may require appropriate conditions and safeguards in accordance with the provisions of this ordinance. In any structure, or structure and premises in combination, where a nonconforming use is superseded by a permitted use, the nonconforming use may not thereafter be resumed.

(5) *Cessation.* When a nonconforming use of a structure, or structure and premises in combination, is discontinued or abandoned for one year (except when government action impedes access to the premises), the structure, or structure and premises in combination, shall not thereafter be used except in conformity with the regulations of the district in which it is located. However, in cases of hardship the mayor and board of commissioners shall at its discretion have the authority to extend said one-year limitations for additional periods of time upon application of the owner or leaseholders.

(6) *Replacement.* Should such nonconforming structures and premises in combination be destroyed or damaged by an act of God, including tornado, hurricane, flood, wind, earthquake, etc., or accident not caused purposefully by the owner or tenant, the structure may be replaced or required. However, such replacement or repair shall be subject to the following provision: Application for a building permit must be made to the building official

within one year of the time that the structure was destroyed. However, in cases of hardship the mayor and board of commissioners shall at its discretion have the authority to extend said one-year limitations for additional periods of time upon application of the owner or leaseholder.

(E) *Repairs and maintenance.*

(1) *Ordinary maintenance.* On any nonconforming structure or portion of a structure containing a nonconforming use, work may be done in any twelve (12) consecutive months on ordinary repairs, or on repair and replacement of nonbearing walls, fixtures, wiring or plumbing, to an extent not to exceed ten (10) percent of the current replacement cost of the nonconforming structure or the portion of the structure, as the case may be, provided that the cubic content existing when the structure or portion thereof became nonconforming shall not be increased.

(2) *Unsafe structures.* If a nonconforming structure or portion of a structure containing a nonconforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared by any duly authorized official to be unsafe or unlawful by reason of physical condition, it shall not thereafter be restored, repaired, or rebuilt except in conformity with the regulations of the district in which it is located. Nothing in this ordinance shall be deemed to prevent the strengthening or restoration to a safe condition of any structure or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

(F) *Uses requiring planning approval and special exception uses.*

(1) *Existing uses.* Any lawful use existing on the effective date of this ordinance or of amendment thereto, and which would be required to have planning approval or would be a special exception use under the terms of this ordinance or amendment thereto, is without further action, conforming under these provisions.

(2) *Authorized uses.* Any lawful use which is permitted with planning approval or as a special exception use under the terms of this ordinance (other than a charge through board of adjustment action from a nonconforming use to another use not generally permitted in the district) shall not be deemed a nonconforming use in such district but shall, without further action, be considered a conforming use.

(Ord. No. 2482, § 2, 7-18-06)

Sec. VIII. - Administration and enforcement.

(A) *General provisions.*

(1) *Building official: Duties.* The building official shall administer and enforce this ordinance. In carrying out his duties under this ordinance, the building official shall:

(a) *Applications.* Receive all applications for building permits, certificates of zoning compliance, amendments, planning approvals, special plans, special exceptions and variances, review and approach such applications or refer them to the planning commission or board of adjustment as required herein, and make necessary certifications and issue the necessary certificates and approvals.

(b) *Zoning map.* Maintain the official zoning map showing the current classification of all land.

(c) *Records.* Maintain records of all actions taken under this ordinance.

(d) *Hearings.* Represent the municipality in all public hearings before the planning commission, the mayor and board of commissioners, and the board of adjustment and present facts and information to assist the commission or board in reaching a decision consistent with the provisions of this ordinance.

(e) *Initiation of amendments.* Propose and recommend the enactment of such amendments to this ordinance, including the zoning map, as are made necessary or desirable or because of changing conditions or because of judicial or administrative proceedings or for the purpose of improving administration and enforcement, all in accordance with the amendment procedure set forth herein.

(2) *Permits, certificates and licenses.* No building or other permit, certificate or other document of approval, or license, the use of which may be subject to the provisions of this ordinance shall be issued by any department, agency or board of the municipality until the building official shall have certified that the use to be made of the permit, certificate or other document, or license, is in compliance with the provisions of this ordinance.

(a) *Building permit.* No building or other structure shall be erected, moved, added to or structurally altered without a permit therefor issued by the building official. No building permit shall be issued by the building official except in conformity with the provisions of this ordinance unless he receives a written order from the board of adjustment in the form of an administrative review, special exception, or variance, as provided by this ordinance.

(b) *Certificate of zoning compliance.* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of zoning compliance shall have been issued therefor by the building official stating that the proposed use of the building or land conforms to the requirements of this ordinance.

No nonconforming structure or use shall be renewed, changed, or extended until a certificate of zoning compliance shall have been issued by the building official. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs from the provisions of this ordinance.

No permit for erection, alteration, moving or repair of any building shall be issued until an application has been made for a certificate of zoning compliance, and the certificate shall be issued in conformity with the provisions of this ordinance upon completion of the work.

A temporary certificate of zoning compliance may be issued by the building official for a period not exceeding six (6) months during alterations or partial occupancy of a building pending its completion, provided that such temporary certificate may include such conditions and safeguards as will protect the safety of the occupants and the public.

(c) *Plans required.* Unless furnished with the application for a building permit, each application for a certificate of zoning compliance shall be accompanied by a site plan, in duplicate and drawn to scale, showing the locations and dimensions of existing and proposed structures with supporting open facilities, the ground area to be provided and continuously maintained for the proposed structure or structures. The application shall include such other information as lawfully may be required by the building official, including existing or proposed uses of the building and land, the number of dwelling units the building is designed to accommodate, and such other matters as may be necessary to determine conformance with the requirements of this ordinance. One copy of the plans shall be returned to the applicant by the building official, after he shall have marked such copy either as approved or disapproved and attested to such approval or disapproval by his signature on such copy. One copy of the plans, similarly marked shall be retained by the building official.

(d) *Reserved.*

(e) *Required notice for cases:* Any required legal/regular notice to the applicant/adjacent property owners for any type of application for case review before the Gulfport City Planning Commission and the Zoning Board of Adjustment and Appeals shall be not less than fifteen (15) days.

(3) *Planning approval and special exception uses.* The following procedure shall be followed in processing applications for uses requiring planning approval or for special exception uses:

(a) *Application for planning approval.* Within ten (10) days of the receipt of an application, the building official shall transmit the application, together with the proposed site plan, to the planning commission. At its next regular meeting, but in any event within forty-five (45) days of receipt of such application by the building official, the planning commission shall approve or disapprove the application as to location and site plan. Approval may establish conditions and limitations with respect to the site plan. The planning commission shall then return the application, together with its report of approval or disapproval, to the building official and the building official shall notify the applicant.

(b) *Application for special exception use.* Within ten (10) days of the receipt of an application, the building official shall transmit the application, together with his report and recommendation, to the board of adjustment, which shall process the application in accordance with its procedure under state law and applicable provisions of this ordinance. At the same time, the building official shall transmit a copy of the application, together with the proposed site plan, to the planning commission. At its next regular meeting, but in any event within forty-five (45) days of receipt of such application, the planning commission shall approve or disapprove the application as to location and site plan. Approval may establish conditions and limitations with respect to the site plan. The special exception use shall be granted only upon approval of both the planning commission and board of adjustment.

(4) *Enforcement: Violations and penalties.* The building official shall enforce this ordinance. He may be provided with the assistance of such other persons as the board of commissioners may direct.

(a) *Violations.* If the building official finds that any of the provisions of this ordinance are being violated, he shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. He shall order discontinuance of illegal use of land, building or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this ordinance to insure compliance with or to prevent violation of its provisions.

(b) *Penalties.* Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violation of conditions and safeguards established in connection with grants of variances, special exceptions or planning approval) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be punished as provided by law. The owner or tenant of any building, structure, premises, or part thereof and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

State Law reference— Penalty for violation of zoning ordinance, Miss. Code Ann. 1972, § 17-1-27.

(5) *Schedule of fees, charges and expenses.* The mayor and board of commissioners shall establish a schedule of fees, charges and expenses and a collection procedure for building permits; certificates of zoning compliance; appeals; applications for amendments; approval of special plans, planning approvals, special exceptions and other matters pertaining to this ordinance. The schedule of fees shall be posted in the office of the building official and may be altered or amended only by the mayor and board of commissioners. Until all applicable fees, charges and expenses have been paid in full, no action shall be taken on any application or appeal.

(6) *Appeals from the planning commission.* Any person or any officer, department or agency of the city aggrieved by any decision of the planning commission may within fifteen (15) days thereafter appeal therefrom to the mayor and city council by filing with the planning commission a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the planning commission shall cause a transcript of the proceedings in the case to be certified to the mayor and city council, and the matter will be heard on said transcripts. Within seven (7) days after filing the notice of appeal, the appellant shall estimate the cost of preparation of the record on appeal, including, but not limited to, the cost of the

preparation of the transcript, and shall deposit that sum with the planning commission. The appellant shall simultaneously file with the planning commission a certificate setting forth the fact of compliance with this subparagraph and shall serve a copy of the certificate upon all other parties, upon the reporter that prepares the transcript, and upon the city clerk.

Upon the appellant's compliance with the requirement to deposit the estimated cost of preparation of the record on appeal as set forth hereinabove, the reporter shall commence preparation of the transcript. The reporter shall acknowledge at the foot of the certificate of compliance the fact that the reporter has received it and the date on which the reporter expects to have the transcript completed and shall serve a copy of the certificate of compliance, so endorsed, on all parties, and the planning commission and the city clerk. The failure of the appellant to prepay the estimated cost of preparation of the record on appeal, including, but not limited to, the cost of preparation of the transcript, may result in a dismissal of the appeal for failure to comply with this regulation.

When either the planning commission, on its own motion or on motion of a party, determines that dismissal may be warranted for failure to comply with this regulation, the city clerk shall give written notice to the party in default, apprising the party of the nature of the deficiency. If the party in default fails to correct the deficiency within seven (7) days after notification, the appeal shall be dismissed by the city clerk. The attorney or representative for the party in default has the burden to correct promptly any deficiency or to see that the default is corrected by the appropriate official.

The city council shall hear the appeal no later than the second regularly scheduled city council meeting after receipt of proper documentation by the city council.

(7) *Appeals from the city council.* Appeals from any action of the mayor and board of commissioners shall be governed by any applicable statutes of the State of Mississippi.

(8) The cost for the transcript of any record on appeal from any decision(s) by the planning commission or board of adjustments shall be the responsibility of the aggrieved party or parties. Further, all other costs, fees and expenses, including but not limited to legal publication, photocopying, postage and other fees, shall be assessed to and paid by the party against whom the decision is made on appeal. The amount of such assessment shall be certified as to accuracy by the city clerk, and notice thereof shall be transmitted to the party against whom such assessments are made. Payments of any and all such assessments shall be due and payable upon receipt of notice. Failure to pay within thirty (30) days of the date of receipt of notice shall allow the city to avail itself of all legal and/or equitable remedies for the collection of such sums.

(B) *Board of adjustment.*

(1) *Establishment, attendance and procedure.* A board of adjustment is hereby created and established. The board shall consist of seven (7) members, each appointed for a term of five (5) years by the mayor and board of commissioners. Of the members first appointed, one shall be for a term of one year, and one for a term of two (2) years, one for a term of three (3) years, two (2) for a term of four (4) years and two (2) for a term of five (5) years. Vacancies shall be filled by the mayor and board of commissioners for the unexpired term of the member affected. Faithful attendance at all meetings of the board of adjustment and conscientious performance of the duties required of the board, shall be considered a prerequisite of continuing membership. Any member who is absent for three (3) consecutive meetings and for six (6) regular meetings during any one calendar year without cause, shall automatically be removed from the board of adjustment and a subsequent new appointment will be made by the mayor and board of commissioners.

(a) *Proceedings.* The board of adjustment shall adopt rules for the conduct of its affairs and in keeping with the provisions of this ordinance. Meetings shall be held at the call of the chairman and at such other times as the board may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public.

(b) *Hearings; appeals; notice.* Appeals to the board of adjustment concerning the interpretation or administration of this ordinance may be taken by any person aggrieved or by any officer, department, or agency of the city affected by any decision of the building official. Such appeals shall be taken within a reasonable time, but not to exceed thirty (30) days, by filing with the building official and with the board of adjustment a notice of appeal specifying the grounds thereof. The building official shall transmit forthwith to the board all papers constituting the record upon which the action appealed from was taken. The board of adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any person may appear in person or by agent or attorney.

(c) *Stay of proceedings.* An appeal stays all proceedings in furtherance of the action appealed from, unless the building official certifies to the board of adjustment after the notice of appeal is filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the board of adjustment or by a court of record on application, on notice to the building official, and on due cause shown.

(2) *Powers and duties.* The board of adjustment shall have the following powers and duties:

(a) *Administrative review.* To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the building official in the enforcement of this ordinance.

(b) *Special exceptions; conditions governing application.* To hear and decide only such special exceptions as the board of adjustment is specifically authorized to pass on by the terms of this ordinance; to decide such questions as are involved in determining whether special exceptions should be granted; and to grant special exceptions with such conditions and safeguards as are appropriate under this ordinance, or to deny special

exceptions when not in harmony with the purpose and intent of this ordinance. A special exception shall not be granted by the board of adjustment unless it shall find that all of the following conditions exist:

1. That it is empowered under the section of this ordinance described in the application to grant the special exception;
2. That the granting of the special exception will not adversely affect the public interest;
3. That specific rules governing individual special exceptions, as set out in the chart of permitted uses, have been or will be complied with;
4. That satisfactory provision and arrangement has been made concerning the following, where applicable:
    a. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
    b. Off-street parking and loading areas where required, with particular attention to items in a. above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district;
    c. Refuse and service areas, with particular reference to the items in a. and b. above;
    d. Utilities, with reference to locations, availability, and compatibility;
    e. Screening and buffering with reference to type, dimensions and character;
    f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
    g. Required yards and other open space;
    h. General compatibility with adjacent properties and other property in the district.
5. That the special exception will be in harmony with the general purpose and intent of this ordinance.

(c) *Variances; conditions governing applications.* To authorize upon appeal in specific cases such variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions and circumstances, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the board of adjustment unless it shall find that all of the following conditions exist:

1. That the applicant has demonstrated by written application:
    a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
    b. That the special conditions and circumstances do not result from the actions of the applicant;
    c. That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
    d. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance. Among such rights commonly enjoyed is right to a reasonable economic return, but such return shall be deemed reasonable if it is equivalent to the economic return which might generally be expected in the district and shall not be based on price paid for the property by the applicant, whether or not paid in reliance on zoning, since any hardship of this kind would be self-inflicted and generally applicable to other properties in the district for which similar prices have been or might have been paid, rather than to the property of the applicant alone;
    e. That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use his property in a manner as nearly equivalent to uses generally permitted in the district as can be allowed with appropriate protection of general public interest, and considering the peculiar and unusual conditions and circumstances involved and the hardship created by such conditions and circumstances;
    f. That the use proposed is permissible by right or with planning approval or by special exception. With respect to the uses of land or structures, this ordinance is declared to be a definition of the public interest and intent, and the spirit of the ordinance will not be observed by any variance permitting a use not permissible by right or with planning approval or by special exception.

    No conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming uses of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

2. That the reasons set forth in the application justify the granting of the variance or of a lesser variance, and that the variance will make possible the reasonable use of the land, structure, or building, subject to the limitations set forth herein;
3. That the variance will be in harmony with the general purpose and intent of this ordinance and will not alter or be injurious to the essential character of the neighborhood, or otherwise detrimental to the public welfare.

(d) *Powers on appeal.* In exercising the above-mentioned powers, the board of adjustment may, so long as such action is in conformity with the terms of this ordinance, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the building official from

whom the appeal is taken. The concurring vote of four (4) members of the board shall be necessary to reverse any order, requirement, decision, or determination of the building official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to effect any variation in the application or this ordinance.

(e) *One-year limitation.* All special exceptions and variances, unless otherwise specified by the board of adjustment, shall be void if the project has not commenced within one year of approval. Commencement shall include securing and maintaining a building permit, certificate of occupancy or privilege license for the use specified in the application and generally conforming to the site plan as approved. Failure to continue use of the special exception or variance for a period of more than one year shall result in the special exception or variance being void; and no permit shall be issued in reliance of such approval unless the matter is resubmitted to the board of adjustment for consideration.

(3) *Appeals from the board of adjustment.* Any person or any officer, department, or agency of the city aggrieved by any decision of the board of adjustment may within fifteen (15) days thereafter appeal therefrom to the mayor and city council by filing with such board a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the board of adjustment shall cause a transcript of the proceedings in the case to be certified to the mayor and city council, and the matter will be heard on said transcript.

Within seven (7) days after filing the notice of appeal, the appellant shall estimate the cost of preparation of the record on appeal, including, but not limited to, the cost of the preparation of the transcript, and upon the city clerk.

Upon the appellant's compliance with the requirement to deposit the estimated cost of preparation of the record on appeal as set forth hereinabove, the reporter shall commence preparation of the transcript. The reporter shall acknowledge at the foot of the certificate of compliance the fact that the reporter has received it and the date on which the reporter expects to have the transcript completed and shall serve a copy of the certificate of compliance, so endorsed, on all parties, and the board of adjustment and the city clerk. The failure of the appellant to prepay the estimated cost of preparation of the record on appeal, including, but not limited to, the cost of preparation of the transcript, may result in a dismissal of the appeal for failure to comply with this regulation.

When either the board of adjustment, on its own motion or on motion of a party, determines that dismissal may be warranted for failure to comply with this regulation, the city clerk shall give written notice to the party in default, apprising the party of the nature of the deficiency. If the party in default fails to correct the deficiency within seven (7) days after notification, the appeal shall be dismissed by the city clerk. The attorney or representative for the party in default has the burden to correct promptly any deficiency or to see that the default is corrected by the appropriate official.

The city council shall hear the appeal no later than the second regularly scheduled city council meeting after receipt of proper documentation by the city council.

(4) *Appeals from the city council.* Appeals from any action of the mayor and board of commissioners shall be governed by applicable statutes of the State of Mississippi.

(Ord. No. 1588, § 1, 2-16-82; Ord. No. 1657, § 1, 3-20-84; Ord. No. 1685, § 1, 11-20-84; Ord. No. 1865, § 1, 12-19-89; Ord. No. 2021, § 1, 6-20-95; Ord. No. 2048, 5-7-96; Ord. No. 2116, § 1, 12-16-97; Ord. No. 2117, § 1, 12-16-97)

Cross reference— General government, Ch. 1; buildings, Ch. 3.

State Law reference— Appeal to circuit court from municipal authorities, Miss. Code Ann. 1972, § 11-51-75.

Sec. IX. - Amendments.

(A) *Amendment policy.*

(1) *Reason for amendment.* This ordinance, including the zoning map, is based on comprehensive planning studies and is intended to carry out the objective of a sound, stable and desirable environment. It is recognized that casual amendment of the ordinance would be detrimental to the achievement of that objective, and it is therefore declared to be the public policy to amend this ordinance only when one or more of the following conditions prevail:

(a) *Error.* There is a manifest error in the ordinance;

(b) *Change in conditions.* Changed or changing conditions in a particular area, or in the city or metropolitan area generally, make an amendment to the ordinance necessary and desirable;

(c) *Increase in need for sites.* Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to reclassify an area or to extend the boundaries of an existing district;

(d) *Annexation.* It is necessary and desirable to classify territory hereafter annexed to the city to a district classification;

(e) *Ordinance changes.* Amendment of the ordinance not involving a change in classification of land is necessary;

(f) *Change in governmental property.* It is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the State of Mississippi, Harrison County or the City of Gulfport or its urban renewal agency.

(2) *Limitations on proposed amendments.* Proposed amendments to effect a change in district classification shall be subject to the following limitations:

(a)

Minimum areas for new districts. New districts which do not abut districts of the proposed classification created by amendment shall contain at least the following areas:

R-1, R-1-5, R-1-7.5, R-1-10, R-1-15, R-3 or R-4 Districts:	Four (4) acres, except where the proposed district would abut an existing district zoned the same as the proposed district.
R-2 District:	Four (4) acres, except where the proposed district would abut an existing R-2, R-O or R-B District.
R-O District:	Four (4) acres, except where the proposed district would abut an existing R-O, R-B or B-1 District.
R-B District:	Four (4) acres, except where the proposed district would abut an existing R-B, B-1, B-2, B-3, or B-4 District.
B-1 District:	Two (2) acres, except where the proposed district would abut an existing B-1, B-2, B-3, I-1, or I-2 District.
B-2 District:	Four (4) acres, except where the proposed district would abut an existing B-2, B-3, I-1, or I-2 District.
B-3 District:	Twenty (20) acres, except where the proposed district would abut an existing B-3 District.
B-4 District:	Four (4) acres, except where the proposed district would abut an existing B-4 District.
E-G District:	Seven (7) acres of contiguous land, which minimum acreage is comprised of uplands or fastlands only and not bottomlands or tidelands, and is adjacent to and contiguous with U.S. Highway 90 or adjacent in some part to and contiguous with the Mississippi Sound or adjacent harbor areas.
I-1 or I-3 District:	Six (6) acres, except where the proposed district would abut an existing I-1, I-2 or I-3 District.
I-2 District:	Twenty (20) acres, except where the proposed district would abut an existing I-2 District.
A-1 District:	Twelve (12) acres, except where the proposed district would abut an existing A-1 District.
R-E District:	Four (4) acres, except where the proposed district would abut an existing R-E District.
T1 Zone	Twelve (12) acres, except where the proposed district would abut an existing T1 or T2 district.
T2 Zone	Twelve (12) acres, except where the proposed district would abut an existing T1 or T2 district.
T3 Zone	Four (4) acres, except where the proposed district would abut an existing T3 district.

T4L Zone (Limited)	Four (4) acres, except where the proposed district would abut an existing T4L or T4+ district.
T4+ Zone (Plus)	Four (4) acres, except where the proposed district would abut an existing T4+ or T5 district.
T5 Zone	Two (2) acres, except where the proposed district would abut an existing T5 or T6 district.
T6 Zone	Four (4) acres, except where the proposed district would abut an existing T6 district.

(b) *Need for uses.* There shall be a clear and demonstrated need in the area for those uses permitted in the proposed district and not permitted in a more restrictive district.

(B) *Amendment procedure.* Proposed amendments to this ordinance shall be considered by the planning commission and by the mayor and board of commissioners. It is the function of the planning commission to consider proposed amendments, to collect information relative thereto by investigations or other means, and to conduct public hearings thereon, and to make recommendations to the mayor and board of commissioners. The ordinance can be amended only by the mayor and board of commissioners.

(1) *Amendment application.* An amendment to this ordinance may be initiated by the mayor and board of commissioners on its own motion by the city planning commission. An amendment may also be initiated by any person, firm or corporation by filing a written application therefor with the building official. The application for amendment shall contain at least the following:

(a) *Interest and ownership.* The applicant's name, address and interest in the application, and the name, address and interest of every person, firm or corporation represented by the applicant in the application; the name of the owner or owners of the entire land area proposed to be changed in classification or to be included within the proposed district; the name of the owner or owners of all structures then existing thereon and sufficient evidence to establish that the applicant has the right of possession to the land area and structures; the names and addresses of all owners of adjacent property (exclusive of the width of intervening streets, alleys or bodies of water);

(b) *Development schedule.* The time schedule for the beginning and completion of development planned by the applicant in the area; if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage;

(c) *Effect of amendment.* A report giving the nature, description and effect of the proposed amendment; if the proposed amendment would require a change in the zoning map, a description of the probable effect on the surrounding land uses and properties;

(d) *Error.* The error in this ordinance that would be corrected by the proposed amendment, if the intent is to correct an error.

(2) *Planning disposition.* Following receipt of an application the planning division administrator shall fix a reasonable time for the public hearing and shall give public notice thereof by one publication in a newspaper published or having general circulation in the city, which publication shall be made not less than fifteen (15) days prior to said hearing, as required by law, as well as appropriate notice to the applicant. If it deems necessary, the commission may also notify the owners of surrounding property by mail as the names and addresses of such owners have been furnished by the applicant and may post a notice of such hearing on the property included within the proposed district. The commission shall prepare a record of its proceedings for each case, showing the grounds for its recommendations. The record shall be filed in the office of the commission and shall be a public record; a certified copy of the record of proceedings shall be transmitted to the mayor and city council.

(3) *Legislative disposition.*

(a) The mayor and board of commissioners shall examine all such applications, reports and recommendations transmitted to it and shall take such further action as it deems necessary and desirable to approve, disapprove, modify or remand to the city planning commission for further consideration. The mayor and board of commissioners shall restrict the hearing concerning an application to the record as made before the city planning commission. No land for which an application for reclassification has been denied by the mayor and board of commissioners shall be considered again by the planning commission or the mayor and board of commissioners for the same classification for at least one year from the date such application was denied.

(b) Reversion. The owner, agent or lessee of property that requested rezoning and subsequently was rezoned by the mayor and board of commissioners must secure a building permit from the building official within one (1) year of the rezoning of the subject property. The building permit must be issued for the use for which the applicant requested the rezoning. The failure to secure a building permit as described above and/or the failure to maintain a valid building permit shall result in the reversion of the zoning classification of the subject property back to its original classification.

(Ord. No. 1600, § 1, 8-3-62; Ord. No. 1759, § 1, 12-16-86; Ord. No. 2048, 5-7-96; Ord. No. 2073, § 1, 1-7-97; Ord. No. 2139, § 1, 5-19-98; Ord. No. 2189, § 1, 8-4-99; Ord. No. 2462, § 1, 3-7-06; Ord. No. 2646, § 2, 10-20-09; Ord. No. 2647, § 2, 10-20-09; Ord. No. 2648, §§ 1, 2, 10-20-09; Ord. No. 2673, § 2, 5-4-10; Ord. No. 2691, § 1F, 8-3-10; Ord. No. 2878, § 1, 11-22-16)

State Law reference— Changes in zoning regulations, restrictions and boundaries, Miss. Code Ann. 1972, § 17-1-17.

Sec. X. - Separability, repeal of existing ordinance, and effective date.

(A) *Separability.* Should any section or provision of this ordinance be declared by the court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or of any part thereof other than the part so declared to be unconstitutional or invalid, and the remainder of this ordinance shall remain in full force and effect.

(B) *Repeal of existing zoning ordinance.* The zoning ordinance of the City of Gulfport [Ordinance No. 1434] adopted the 3rd day of May, 1977, and all amendments thereto are hereby repealed upon the effective date of this ordinance.

(C) *Effective date.* That for good cause shown, and the public interest requiring it, this ordinance shall take effect and be in force from and after its passage but shall nevertheless be published as required by law and recorded in the city ordinance book.

Sec. XI. - Adult entertainment businesses.

ARTICLE I.

PURPOSE, INTENT AND FINDINGS.

A. *Purpose and intent.*

1. In the development and adoption of the ordinance codified in this section, it is recognized that there are some adult business uses which have serious objectionable operational characteristics particularly when located in close proximity to residential neighborhoods, public parks, churches, public buildings, schools and other such similar facilities, thereby having a deleterious impact upon the public health, safety and welfare, and that such businesses frequently become places of criminality.
2. It has been acknowledged by communities across the nation that state and local governmental entities have a special concern in regulating the operation of such businesses under their jurisdiction to ensure those controls and regulations necessary to preserve the integrity and character of residential neighborhoods, the stability of property values, and impose restrictions and regulations upon those activities that would adversely affect property values, increase crime and violence, and prevent adverse secondary effects that will contribute to the blighting or down grading of adjacent neighborhoods. It is the secondary effects that will contribute to the blighting or down grading of adjacent neighborhoods. It is the further purpose of this Ordinance to protect the well-being of the youth of the community from objectionable operational characteristics of these adult uses by regulating and restricting their close proximity to established certain facilities such as, without limitation, churches, parks, schools and residential areas.
3. In recognition of the protections affording to the citizens under the First and Fourteenth Amendments, it is not the intent of this section to inhibit freedom of speech or the press. It is further the belief that just as advertising is designed to stimulate one's appetite for desiring goods or services, an overabundance or preoccupation with sexual displays or materials arouses the appetites of those so preoccupied and encourages violations of the criminal statutes involving sexual offenses and is contrary to the health and safety of the community.
4. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of this section to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. This section represents a balancing of the legitimate ends of the community by imposing an incidental, content-neutral place, time and manner regulation of adult entertainment businesses, without limiting alternative avenues of communication. The regulations deemed necessary to control the undesirable externalities arising from these enterprises are set forth in this section.
5. Neither is it the intent nor effect of this section to condone or legitimize the distribution of obscene materials.

B. *Findings.* Based on evidence concerning the adverse secondary effects of adult uses on the community in reports made available to the city's governing authorities, and on findings incorporated in the cases of City of Littleton, Colorado v. Z.J. Gifts D-4, LLC, 541 U.S. 774 (2004); Los Angeles v. Alameda Books, Inc., 535 U.S. 425 (2002); City of Erie v. Pap's A.M., 529 U.S. 277 (2000); Barnes v. Glen Theatre, Inc., 501 U.S. 560 (1991); City of Renton v. Playtime Theatres, Inc., 475 U.S. 41 (1986); Arcara v. Cloud Books, Inc., 478 U.S. 697, (1986); Iacobucci v. City of Newport, Ky, 479 U.S. 92 (1986); Young v. American Mini Theatres, 426 U.S. 50 (1976); California v. LaRue, 409 U.S. 109 (1972); United States v. O'Brien, 391 U.S. 367 (1968); DLS, Inc. v. City of Chattanooga, 107 F.3d 403 (6th Cir.1997); Kev, Inc. v. Kitsap County, 793 F.2d 1053 (9th Cir.1986); Hang On, Inc. v. City of Arlington,, 65 F.3d 1248 (5th Cir.1995); South Florida Free Beaches, Inc. v. City of Miami, 734 F.2d 608 (11th Cir.1984); Nobby Lobby, Inc., v. City of Dallas, Texas, 970 F2d 82 (5th Cir. 1992); and N.W. Enterprises v. City of Houston, 352 F.3d 162 (5th Cir. 2003), as well as studies conducted in other cities including, but not limited to, Phoenix, Arizona; Minneapolis, Minnesota; Houston, Texas; Indianapolis, Indiana; Amarillo, Texas; Garden Grove, California; Los Angeles, California; Whittier, California; Austin, Texas; Seattle, Washington; Oklahoma City, Oklahoma; and Beaumont, Texas; and findings reported in the Final Report of the Attorney General's Commission on Pornography (1986), the Report of the Attorney General's Working Group On the Regulation Of Sexually Oriented Businesses (June 6, 1989, State of Minnesota), and statistics obtained from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, all of which are fully adopted and incorporated herein, the city's governing authorities (the mayor and city council) make and identify the following nonexhaustive findings:

1. Adult entertainment businesses lend themselves to ancillary unlawful and unhealthy activities that are presently uncontrolled by the operators of the establishments. Further, there is presently no mechanism to make owners of these establishments responsible for the activities that occur on

their premises.

2. Crime statistics show that all types of crimes, especially sex-related crimes, occur with more frequency in neighborhoods where adult entertainment businesses are located.
3. Sexual acts, including masturbation, and oral and anal sex, occur at adult entertainment businesses, especially those which provide private or semi-private booths or cubicles for viewing films, videos, or live sex shows.
4. Offering and providing such booths and/or cubicles encourages such activities, which creates unhealthy conditions.
5. Persons frequent certain adult theaters, adult arcades, and other adult entertainment businesses, for the purpose of engaging in sex within the premises of such adult entertainment businesses.
6. At least fifty (50) communicable diseases may be spread by activities occurring in adult entertainment businesses including, but not limited to, syphilis, gonorrhea, human immunodeficiency virus infection (HIV-AIDS), genital herpes, hepatitis B, Non A, Non B amebiasis, salmonella infections, and shigella infections.
7. As of 2007, the total number of reported cases of AIDS in the United States caused by the immunodeficiency virus (HIV) was one million, eighteen thousand, four hundred twenty-eight (1,018,428).
8. In the year of 2007 there were three hundred fifty-two (352) reported new cases of AIDS and HIV infected individuals in the state.
9. The total number of cases of genital chlamydia trachomatis infections in the United States reported in 1997 was five hundred twenty-six thousand, six hundred fifty-three (526,653), an eight (8) percent increase over the year 1996.
10. The total number of cases of early (less than one year) syphilis in the United States reported during the twelve-year period 1985—1997 was three hundred eighty-seven thousand, two hundred thirty-three (387,233).
11. The number of cases of gonorrhea in the United States reported annually remains at a high level, with a total of one million, nine hundred one thousand, three hundred sixty-five (1,901,365) cases reported during the period 1993—1997.
12. The surgeon general of the United States in his report of October 22, 1986, advised the American public that AIDS and HIV infection may be transmitted through sexual contact, intravenous drug use, exposure to infected blood and blood components, and from an infected mother to her newborn.
13. According to the best scientific evidence available, AIDS and HIV infection, as well as syphilis and gonorrhea, are principally transmitted by sexual acts.
14. Sanitary conditions in some adult entertainment businesses are unhealthy, in part, because the activities conducted there are unhealthy, and, in part, because of the unregulated nature of the activities and the failure of the owners and operators of the facilities to self-regulate those activities and maintain those facilities.
15. Numerous studies and reports have determined that bodily fluids, including semen and urine, are found in the areas of adult entertainment businesses where persons view "adult" oriented films.
16. Nude dancing in adult establishments encourages prostitution, increases sexual assaults, and attracts other criminal activity.
17. Nude dancing in adult establishments increases the likelihood of drug dealing and drug use.
18. The findings noted in paragraphs numbered 1. through 17. raise substantial governmental concerns and requires immediate attention to protect the public health and safety.
19. Adult entertainment businesses have operational characteristics which should be reasonably regulated in order to protect those substantial governmental concerns.
20. A reasonable licensing procedure is an appropriate mechanism to place the burden of that reasonable regulation on the owners and operators of adult entertainment businesses. Further, such licensing procedure will place a heretofore nonexistent incentive on operators to see that the adult entertainment business is run in a manner consistent with the health, safety, and welfare of its patrons and employees, as well as the citizens of the city. It is appropriate to require reasonable assurances that the licensee is the actual operator of the adult entertainment business, fully in possession and control of the premises and activities occurring therein.
21. Removal of doors on adult booths and requiring sufficient lighting on the premises with adult booths advances a substantial governmental interest in curbing the illegal and unsanitary sexual activity occurring in adult establishments.
22. The disclosure of certain information by those persons ultimately responsible for the day-to-day operation and maintenance of the adult entertainment business, where such information is substantially related to the significant governmental interest in the operation of such uses, will aid in preventing the spread of sexually transmitted diseases and criminal activity.
23. It is desirable, in the prevention of crime and the spread of communicable diseases, to obtain a limited amount of information regarding certain employees who may engage in the conduct this Ordinance is designed to prevent, or who are likely to be witnesses to such activity.
24. The fact that an applicant for an adult entertainment business license has been convicted of a sex-related crime leads to the rational assumption that the applicant may engage in that conduct in contravention to this section.
25. The barring of such individuals from operation or employment in adult entertainment businesses for a period of five (5) years for a previous felony conviction serves as a deterrent to further criminal conduct, and prevents conduct which leads to the transmission of sexually transmitted diseases.

26. The general welfare, health, morals, and safety of the citizens of this city will be promoted by enactment of this section.

ARTICLE II.

DEFINITIONS.

Adult arcade means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, videos, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one (1) time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas."

Adult bookstore, adult novelty store or *adult video store* means a commercial establishment that, as one (1) of its principal business purposes, offers for sale or rental for any form of consideration any one (1) or more of the following:

A. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides, or other visual representations that depict or describe "specified sexual activities" or "specified anatomical areas;" or

B. Instruments, devices, or paraphernalia that are designed for use in connection with "specified sexual activities." This does not include items used for birth control or for prevention of sexually transmitted diseases.

A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore, adult novelty store or adult video store. Such other business purposes will not serve to exempt such commercial establishments from being categorized as an adult bookstore, adult novelty store or adult video store so long as one (1) of its principal business purposes is the offering for sale or rental for consideration the specified materials that depict or describe "specified sexual activities" or "specified anatomical areas." A principal business purpose need not be a primary use of an establishment so long as it is a significant use based upon the visible inventory or commercial activity of the establishment.

Adult cabaret means a nightclub, bar, restaurant, cafe, or similar commercial establishment that regularly, commonly, habitually, or consistently features:

A. Persons who appear in a state of nudity or semi-nudity;

B. Live performances that are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities";

C. Films, motion pictures, video cassettes, slides, photographic reproductions, closed-circuit television transmissions, cable television transmissions, subscriber programming, any disk, diskette or other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen by telephone line, fiber optic line, cable, satellite transmission or other method, which is characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; or

D. Persons who engage in "exotic" or erotic dancing or performances that are intended for the sexual interests or titillation of an audience or customers.

Adult entertainment business means an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center. The term adult entertainment business shall not be construed to include:

(1) Any business operated by or employing a licensed psychologist, licensed physical therapist, licensed masseuse, licensed vocational nurse, registered nurse, licensed athletic trainer, licensed cosmetologist, or licensed barber engaged in performing the normal and customary function authorized under the license;

(2) Any business operated by or employing a licensed physician or licensed chiropractor engaged in practicing the healing arts;

(3) Any retail establishment whose principal business is the offering of wearing apparel for sale to customers and that does not exhibit merchandise on live models.

Adult motel means a hotel, motel or similar commercial establishment that:

A. Offers accommodation to the public for any form of consideration and provides patrons with closed-circuit television transmissions, cable television transmissions, subscriber programming, any disk, diskette, or other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen by telephone line, fiber optic line, cable, satellite transmission or other method, films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas;" and has a sign visible from the public right-of-way that advertises the availability of this adult type of photographic reproductions;

B. Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or

C. Allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than ten (10) hours.

Adult motion picture theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions, any disk, diskette, or other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen by telephone line, fiber optic line, cable, satellite transmission or other method, are regularly shown that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

Adult theater means a theater, concert hall, auditorium, or similar commercial establishment that regularly features persons who appear, in person, in a state of nudity and/or seminudity, and/or live performances that are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."

Employee means a person who performs any service whatsoever to the customers of an adult entertainment business or who works in or about an adult entertainment business and who receives compensation for such service or work form the operator or owner of the adult entertainment business or from the customers therein. "Employee" does not include a person exclusively on the premises for repair or maintenance of the premises or equipment on the premises, or for the delivery of goods to the premises, nor does "employee" include a person exclusively on the premises as a patron or customer.

Escort means a person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

Escort agency means a person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

Establishment means and includes any of the following:

A. The opening or commencement of any adult entertainment business as a new business;

B. The conversion of an existing business, whether or not an adult entertainment business, to any adult entertainment business;

C. The additions of any adult entertainment business to any other existing adult entertainment business;

D. The relocation of any adult entertainment business; or

E. An adult entertainment business or premises on which the adult entertainment business is located.

Licensed day-care center means a facility licensed by the state, whether situated within the city or not, that provides shelter and personal care for more than five (5) children under thirteen (13) years of age, where such children are not related within the third degree computed according to the civil law to the operator of the facility, for any part of the twenty-four-hour day, regardless of whether or not the facility is operated for a profit or charges for the services it offers.

Licensee means a person in whose name a license has been issued, as well as the individual listed as an applicant, owner or licensee on the application for a license.

Live theatrical performance means a play, skit, opera, ballet, concert, comedy, or musical drama.

Misdemeanor means that upon conviction a fine not more than one thousand dollars ($1,000.00) and/or imprisonment for a term not exceeding ninety (90) days shall be imposed at the discretion of the municipal court.

Nude model studio means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons for consideration.

Nudity or *a state of nudity* means the:

(1) Appearance of a human bare buttock, vulva, anus, anal cleft or anal cleavage, pubic area, male genitals or female genitals, with less than a fully opaque covering; or

(2) A state of dress which fails to completely and opaquely cover a human buttock, vulva, anus, mail genitals, female genitals or any part of the female breast or breasts that is situated below a point immediately above the top of the areola of the female breast.

Person means an individual, proprietorship, partnership, corporation, association, or other legal entity.

Premises means the real property upon which the adult entertainment business is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the adult entertainment business, the grounds, private walkways, and parking lots and/or parking garages adjacent thereto, under the ownership, control, or supervision of the licensee, as described in the application for a business license pursuant to article IV of this section.

Regularly means featuring, promoting, permitting to occur or advertising a happening or occurrence on a recurring basis.

Seminude or *seminudity* means the appearance of the female breast below a horizontal line across the top of the areola at its highest point. This definition shall include the entire lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, skirt, leotard, bathing suit, or other wearing apparel provided the areola is not exposed in whole or in part.

Sexual encounter center means a business or commercial enterprise that, as one (1) of its principal business purposes, offers for any form of consideration:

A. Physical contact in the form of specified sexual activities between persons of the opposite sex and/or persons of the same sex; or

B. Activities between persons of the opposite sex and/or persons of the same sex when one or more of the persons is in a state of nudity.

Specified anatomical areas means:

A. Human genitals in a state of sexual arousal or simulated to be in a state of sexual arousal, even if completely and opaquely covered; or

B. Any of the following, or any combination of the following, when less than completely and opaquely covered:

1. Any human genitals, pubic region, or pubic hair;

2. Any buttock; or

3. Any portion of the female breast or breasts that is situated below a point immediately above the top of the areola.

Specified criminal activity means any of the following offenses:

A. Prostitution or promotion of prostitution; dissemination of obscenity; sale, distribution, or display of harmful material to a minor; sexual performance by a child; possession or distribution of child pornography; public lewdness; indecent exposure; indecency with a child; sexual assault; molestation of a child; or any similar sex-related offenses to those described above under the criminal or penal code of this state, other states, or other countries.

B. For which:

1. Less than two (2) years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a misdemeanor offense;
2. Less than five (5) years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a felony offense; or
3. Less than five (5) years have elapsed since the date of the last conviction or the date of release from confinement imposed for the last conviction, whichever is the later date, if the convictions are for two (2) or more misdemeanor offenses or combination of misdemeanor offenses occurring within any twenty-four-month period;

C. The fact that a conviction is being appealed shall have no effect on the disqualification of the applicant or a person residing with the applicant.

Specified sexual activities means and includes any of the following:

A. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts, whether covered or uncovered;

B. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;

C. Masturbation, actual or simulated; or

D. Excretory functions as part of or in connection with any of the activities set forth in subsections (1) through (3) [A. through C.] above.

Substantial enlargement of a adult entertainment business means the increase in floor areas occupied by the business by more than twenty-five (25) percent, as the floor areas existed on the date of adoption of this section.

Transfer of ownership or control of an adult entertainment business means and includes any of the following:

A. The sale, lease, or sublease of the business;

B. The transfer of securities that form a controlling interest in the business, whether by sale, exchange, or similar means; or

C. The establishment of a trust, gift, or other similar legal device that transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

ARTICLE III.
ZONING REGULATIONS

Section A. Nonconforming uses.

A. Any business lawfully operating on the effective date of this section that is in violation of the location or structural configuration requirements of this section shall be deemed a nonconforming use. Such nonconforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. If two (2) or more adult entertainment businesses are within one thousand (1,000) feet of one another and otherwise in a permissible location, the adult entertainment business that was first established and continually operated at a particular location is the conforming use and the later-established business(es) is nonconforming.

B. An adult entertainment business lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the adult entertainment business license, of a church, synagogue, or regular place of religious worship, public or private elementary or secondary school, licensed day-care center, liquor store, freestanding lounge, night club, dance hall, park, or residential district within one thousand (1,000) feet of the adult entertainment business. This provision applies only to the renewal of a valid business license, and does not apply when an application for a business license is submitted after an operator's license has expired or has been revoked.

Section B. Location restrictions. Adult entertainment businesses shall be permitted in I-1 and I-2 zoning districts as a matter of right provided that:

A. The adult entertainment business may not be operated within one thousand (1,000) feet of:

1. A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities, to include funeral homes.
2. A public or private educational facility, including, but not limited to, child day-care facilities, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, alternative schools, junior colleges and universities; school includes the school ground, but does not include the facilities used primarily for another purpose and only incidentally as a school.
3. A liquor store, freestanding lounge or tavern, or other same or similar establishment or use as a night club and/or dance hall.
4. A public park or recreational area which is used for park or recreational activities, including, but not limited to, a park, playground nature trials, swimming pool, reservoir, athletic field, basketball or tennis courts, skating rink, pedestrian/bicycle paths, wilderness areas or other similar land.
5. The property line of a lot zoned for residential use and devoted to a residential use as defined in the zoning code.
6. The property line of a lot used for a private or public hospital.

7. Another adult entertainment business.

B. An adult entertainment business may not be operated within two hundred (200) feet of a Mississippi Scenic Byway as such term is described and defined in MCA 1972, § 65-41-1 et seq. (as amended). The distance shall be measured in a direct line from the edge of the pavement on the same side of the road as the adult entertainment business to the parking lot or structure, whichever is closer.

C. An adult entertainment business may not be operated in the same building, structure, or portion thereof, containing another adult entertainment business as defined herein.

D. For the purpose of this section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the closest point on structure to closest point on structure or closest point on parking lot or space to closest point on parking lot or space, whichever is closer. The applicant must provide written certification that the proposed adult entertainment business meets the distance requirements set forth herein.

Section C. Exterior portions of adult entertainment businesses.

A. It shall be unlawful for an owner or operator of an adult entertainment business to allow the merchandise or activities of the establishment to be visible from any point outside the establishment.

B. It shall be unlawful for the owner operator of an adult entertainment business to allow the exterior portion of the adult entertainment business to have flashing lights, or electronic message boards or any words, lettering, photographs, silhouettes, drawings, or pictorial representations of any manner except to the extent permitted by the provisions of this section.

C. It shall be unlawful for the owner or operator of an adult entertainment business to allow exterior portions of the establishment to be painted any color other than a single achromatic color. This provision shall not apply to an adult entertainment business if the following conditions are met:

1. The establishment is a part of a commercial multiunit center greater in cumulative floor space than forty thousand (40,000) square feet; and
2. The exterior portions of each individual unit in the commercial multiunit center, including the exterior portions of the business, are painted the same color as one another or are painted in such a way so as to be a component of the overall architectural style or patter of the commercial multiunit center.

D. Nothing in this article shall be construed to require the painting of an otherwise unpainted exterior portion of an Adult Entertainment Business.

E. A violation of any provision of this section shall constitute a misdemeanor.

Section D. Signage.

A. Notwithstanding any other city ordinance, code, or regulation to the contrary, it shall be unlawful for the operator of any adult entertainment business or any other person to erect, construct, or maintain any sign for the adult entertainment business other than the one (1) primary sign and one (1) secondary sign, as provided here.

B. Primary signs shall have not more than two (2) display surfaces. Each such display surface shall:

1. Not contain any flashing lights or electronic messages.
2. Be a flat plane, rectangular in shape.
3. Not exceed seventy-five (75) square feet in area, and
4. Not exceed ten (10) feet in height or ten (10) feet in length.

C. Primary signs shall contain no photographs, silhouettes, drawings or pictorial representations in any manner and may contain only the name of the enterprise.

D. Each letter forming a word on a primary sign shall be of solid color, and each such letter shall be the same print type, size and color. The background behind such lettering on the display surface of a primary sign shall be of a uniform and solid color.

F. Secondary signs shall have only one (1) display surface. Such display surface shall:

1. Be a flat plane, rectangular in shape;
2. Not exceed twenty (20) square feet in area;
3. Not exceed five (5) feet in height and four (4) feet in width; and
4. Be affixed or attached to any wall or door of the enterprise.

G. The provisions of item 1. of subsection B., subsection C., and subsection D. shall also apply to secondary signs.

H. Violation of any provision of this section shall constitute a misdemeanor.

ARTICLE IV.
LICENSES FOR ADULT ENTERTAINMENT BUSINESSES

Section A. Licenses required.

A. It shall be unlawful for a person to operate an adult entertainment business without a valid adult entertainment business operator's license ("operator's license") issued by the city by and through the director of urban development (the director). It shall be unlawful for a person who operates an adult entertainment business to employ a person to work and/or perform services on the premises of the adult entertainment business, if such employee is not in possession of a valid adult entertainment business employee license ("employee license") issued to such employee by the

director pursuant to this section. It shall also be unlawful for any person to obtain employment with an adult entertainment business if such person is not in possession of valid adult entertainment business employee license issued to such person by the director pursuant to this section. Violation of any provision within this subjection shall constitute a misdemeanor.

B. An application for an operator's license must be made on a form provided by the city. The application must be accompanied by a sketch or a diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six (6) inches.

C. The applicant must be qualified according to the provisions of this section and the premises must be inspected and found to be in compliance with the law by the fire department and building official.

D. If a person who wishes to operate an adult entertainment business is an individual, he must sign the application for a license as applicant. If a person who wishes to operate an adult entertainment business is other than an individual, each individual who has a twenty (20) percent or greater interest in the business must sign the application for a license as applicant. If a corporation is listed as owner of an adult entertainment business, each individual having a twenty (20) percent or greater interest in the corporation must sign the application for a license as applicant.

E. The fact that a person possesses other types of state or city permits and/or licenses does not exempt him from the requirement of obtaining a license for an adult entertainment business.

F. Applications for an operator's license, whether original or renewal, must be made to the director by the intended operator of the enterprise. Applications must be submitted by hand delivery to the office of the director or the director's designee during regular working hours. Application forms shall be supplied by the director. The intended operator shall be required to give the following information on the application form:

1. The full legal name and any other names, including aliases and nicknames, used by each applicant, and the permanent physical or street address and mailing address and Mississippi driver's license number of each applicant.
2. The full legal name and any other names, including aliases and nicknames, used by each owner of the premises where the adult entertainment business is to be operated, and the permanent physical or street address and mailing address and driver's license number and state of issuance of each owner.
3. The full legal name and any other names, including aliases and nicknames, of the person or persons having the management or supervision of applicant's business and the full legal names and any other names, including aliases and nicknames, of all employees who will be employed on the premises, if known.
4. The physical address and legal description of the location of the business for which the license is desired and a statement of the proposed schedule and operating hours and days.
5. Written proof or verification that the applicant/operator is at least twenty-one (21) years of age.
6. All residential addresses of the applicant/operator and owners for the past ten (10) years.
7. The applicant's/operator's height, weight, color of eyes and hair.
8. The business, occupation or employment of the applicant/operator and owner for ten (10) years immediately preceding the date of application.
9. Whether the applicant/operator and/or owner previously operated in this or any other county, city or state under an adult entertainment business license or similar business license, whether the applicant/operator or owner has ever had such a license revoked or suspended, the reason therefore, and the business entity or trade name under which the applicant/operator or owner operated that was subject to the suspension or revocation.
10. Fingerprints and two (2) portrait photographs at least two (2) inches by two (2) inches of the applicant/operator.
11. The name under which the business is to be operated.
12. A statement of the nature and character of applicant's business and a general description of the services to be provided in conjunction with such license sought.
13. The telephone number of the business, if known at time of application.
14. Whether or not the applicant/s and person or persons having the management or supervision of applicant's business have been convicted of a crime, the nature of such offense, the date of conviction, and the sentence received therefore.
15. A detailed floor plan and site plan showing the building interior and grounds, including parking spaces, and the dimension of each portion.
16. A copy of each and every other license, permit, or entitlement issued to the applicant for the business by any local, county, state, or federal agency, commission, or official and a statement of any conditions pertaining to each such license, permit, or entitlement.
17. Copies of all conditional use permits or variances for the premises where any part of the business is sought to be located.
18. A copy of any building or property lease or contract for the address where the business is sought to be located and the deed(s) or other legal instrument(s) that demonstrate the current owner of the property or properties where the business is to be located.
19. A drawing of the premises for which the license is desired and which shows the location of the proposed premises in relation to other buildings, structures, parking areas, public or private streets, and sidewalks within one thousand (1,000) feet. Sufficient dimensions shall be included to indicate the relationship between the premises and such other buildings, structures, parking areas, etc. The number of parking spaces the premises will use to comply with city parking requirements shall be clearly shown on the drawing.

20. A detailed explanation of all plans for insuring the safety of patrons in the event of fire, explosion, or other emergency, including compliance with all applicable fire prevention provisions of state law and city ordinances.
21. If the business is in operation, the date on which the owner(s) acquired the business for which the license is sought and the date on which the business began operations as a sexually oriented business at the location for which the license is sought.
22. If the business is not in operation, the expected startup date (which shall be expressed in number of days from the date of issuance of a license). If the expected startup date is to be more than ten (10) days following the date of issuance of a license, then a detailed explanation of the construction, repair or remodeling work or other cause of the expected delay and a statement of the time schedule and plan for accomplishing the same.
23. A statement by which the applicant consents and agrees that any member of the city's police department, fire department, city attorney's office, code enforcement inspectors, building inspectors, health inspectors, or other officers of the city or state may enter and inspect any part of such premises, buildings, and structures.
24. A statement authorizing any governmental agency to provide the City with any information pertinent to the application.
25. The address to which the license is to be mailed or sent if issued.
26. A statement under the oath that the applicant has read and understands the provisions of this chapter, that the applicant has personal knowledge of the information contained in the application, and that the information contained in the application is true and correct at the time the application is signed by the applicant.

G. The operator's license application shall be accompanied by the following:

1. Payment of the application fee in full;
2. If the business is a Mississippi corporation, a certified copy of the articles of incorporation, together with all amendments thereto;
3. If the business is a foreign corporation, a certified copy of authority to transact business in this state together with all amendments thereto;
4. If the business is a limited partnership formed under the laws of Mississippi, a certified copy of the certificate of limited partnership, together with all amendments thereto;
5. If the business is a foreign limited partnership, a certified copy of the certificate of limited partnership and the qualification documents, together with all amendments thereto. If the establishment is a domestic or foreign limited liability partnership or limited liability company, a certified copy of the certificate of formation and the qualification documents, together with all amendments thereto;
6. Proof of the current fee ownership of the tract of land on which the business is to be situated, in the form of a copy of the recorded deed;
7. If the persons identified as the fee owner(s) of the tract of land in paragraph F. are not also the owners of the business, then the lease, purchase contract, purchase options contract, lease option contract or other document(s) evidencing the legally enforceable right of the owners of the business to have or obtain the use and possession of the tract or portion thereof that is to be used for the business for the purpose of the operation of the business.
8. Any of the items 2. through 7., above, shall not be required for a renewal application, if the applicant states that the documents previously furnished the director with the original application, or previous renewals thereof, remain correct and current.

H. Applications for an employee license to work and/or perform services in a sexually oriented business, whether original or renewal must be made to the director by the person to whom the employee license shall be issued. Each application for an employee license shall be accompanied by payment of the application fee in full. Application forms shall be supplied by the director. Applications must be submitted to the office of the director or the director's designee during regular working hours.

1. Each applicant shall be required to give certain information on the application form which information shall include, but not be limited to the following:
   a. The applicant's given name, and any other names by which the applicant is or has been known, including "stage" names and/or aliases;
   b. Age, and date and place of birth;
   c. Height, weight, hair color, and eye color;
   d. Present residence address and telephone number;
   e. Present business address and telephone number;
   f. Date, issuing state, and number of photo driver's license, or other state issued identification card information;
   g. Social Security number; and
   h. Proof that the individual is at least twenty-one (21) years old.
   i. The personal information provided in this subsection shall be confidential, and shall not be disclosed to the public except to the extent required by state or federal law.
2. Attached to the application form for any license under this chapter shall be the following:
   a. A color photograph of the applicant clearly showing the applicant's face, and the applicant's fingerprints on a form provided by the police department. Any fees for the photographs and fingerprints shall be paid by the applicant.
   b.

A statement detailing the license history of the applicant for the five (5) years immediately preceding the date of the filing of the application, including whether such applicant, in this or any other city, county, state, or country, has ever had any license, permit, or authorization to do business denied, revoked, or suspended, or had any professional or vocational license or permit denied, revoked, or suspended. In the event of any such denial, revocation, or suspension, state the name(s) under which the license was sought and/or issued, the name(s) of the issuing or denying jurisdiction, and describe in full the reason(s) for the denial, revocation, or suspension. A copy of any order of denial, revocation, or suspension shall be attached to the application.

c. A statement whether the applicant has, within the past five (5) years, been convicted, or is awaiting trial on pending charges, of a "specified criminal activity" as defined in article II, Definitions, and, if so, the "specified criminal activity" involved, the date, place and jurisdiction of each.

d. Payment of the application fee in full.

I. Every application for a license under this section, whether an operator's license or an employee's license, shall contain a statement under oath that:

1. The applicant has personal knowledge of the information contained in the application and that the information contained therein and furnished therewith is true and correct; and

2. The applicant has read the provisions of this article.

J. A separate application and permit shall be required for each adult entertainment business.

Section B. Fees. The annual fee for an adult entertainment business operator's license, whether new or renewal, is two hundred dollars ($200.00). The annual fee for an adult entertainment business employee license, whether new or renewal is fifty dollars ($50.00). These fees are to be used to pay for the cost of the administration and enforcement of this section.

Section C. Inspection.

A. The city shall regularly inspect the premises of the adult entertainment business in order to ensure compliance with the provisions of this section. An applicant or licensee shall permit representatives of the building department, police department, and/or fire department to inspect the premises at any time the establishment is open for business. Such inspection shall be limited to visual assessment of the activities conducted in areas to which patrons have access or are allowed access; to requests for inspection of the licenses required under this Ordinance; and to requests for identification of those individuals who reasonably appear to be under the age of twenty-one (21).

B. A person who operates an adult entertainment business or his agent or employee commits a misdemeanor if he/she refuses to promptly permit such lawful inspection of the premises.

Section D. License issuance and Grounds for Denial.

A. The director shall approve the issuance of a license to an applicant within thirty (30) days after receipt of an application, unless the director finds that any of the following exist:

B. The location of an adult entertainment business is or would be in violation of the location restrictions found in this section.

C. The applicant failed to supply all of the information requested on the application.

D. The applicant gave false, fraudulent or untruthful information on the application.

E. An applicant is under twenty-one (21) years of age.

F. An applicant or an applicant's spouse is overdue in payment to the city of taxes, fees, fines or penalties assessed against or imposed upon the applicant or the applicant's spouse in relation to an adult entertainment business in the city.

G. An applicant or an applicant's spouse has been convicted or placed on deferred disposition, probation or community supervision for a violation of a provision of this section, within two (2) years immediately preceding the application. The fact that a conviction is being appealed shall have no effect.

H. The license fee required by this section has not been paid.

I. The applicant has not demonstrated that the owner of the adult entertainment business owns or holds a lease for the property or the applicable portion thereof upon which the adult entertainment business will be situated or has a legally enforceable right to acquire the same.

J. An applicant or the proposed establishment is not in compliance with this section.

K. An applicant or an applicant's spouse has been convicted or placed on deferred disposition, probation, or community supervision for:

1) Any offense under the laws of the United States of America, another state or the Uniform Code of Military Justice for an offense described in this section.

2) Any of the below offenses of the state for criminal attempt, conspiracy, or solicitation to commit any "specified criminal activity" as defined herein.

3) The applicant or the applicant's spouse is required to register as a sex offender under the laws of the state.

L. An applicant, or applicant's spouse, who has been convicted of or placed on deferred disposition, probation or community supervision for an offices listed herein may qualify for an adult entertainment business license only when the time period required herein has elapsed.

M. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date and the address of the adult entertainment business.

N. The license shall be posted in a conspicuous place at or near the entrance to the adult entertainment business, so that it is visible to the public at all times and may be easily read.

Section E. Expiration of license; denial of renewal.

A. Each license shall expire one (1) year from the date of issuance and may be renewed only by making application as provided in section A. above. Application for renewal should be made at least thirty (30) days before the expiration date. When application is made less than thirty (30) days before the expiration date, the expiration of the license will not be affected.

B. When the director denies renewal of a license, the applicant shall not be issued a license for one (1) year from the date of denial. Notwithstanding the provisions of this section, in the event a licensee appeals the nonrenewal of a license, the status quo immediately prior to nonrenewal shall be maintained throughout the pendency of the appeal, up to and including judicial review on the merits as set forth in section I. above.

Section F. Suspension. The director shall suspend a license for a period not to exceed thirty (30) days if he determines that licensee or an employee of licensee has:

A. Violated or is not in compliance with any section of this section;

B. Operated or performed services in an adult entertainment business while intoxicated by the use of alcoholic beverages or controlled substances;

C. Refused to allow prompt inspection of the adult entertainment business premises as authorized by this section;

D. With knowledge, permitted gambling by any person on the adult entertainment business premises.

Notwithstanding the provisions of this section, in the event a licensee appeals the suspension of a license, the status quo immediately prior to suspension shall be maintained throughout the pendency of the appeal, up to and including judicial review on the merits as set forth in Section I below.

Section G. Revocation.

A. The director shall revoke a license if a cause of suspension in section F above occurs and the license has been suspended within the proceeding twelve (12) months.

B. The director shall revoke a license if he determines that:

1. Any of the grounds for denying a license, as found in section D above, exist;
2. A licensee was convicted of a "specified criminal activity" on a charge that was pending prior to the issuance of the license;
3. A licensee has, with knowledge, permitted the possession, use, or sale of controlled substances on the premises;
4. A licensee has, with knowledge, permitted the sale, use, or consumption of alcoholic beverages on the premises;
5. A licensee has, with knowledge, permitted prostitution on the premises;
6. A licensee has, with knowledge, operated the adult entertainment business during a period of time when the licensee's license was suspended;
7. A licensee has, with knowledge, permitted any act of sexual intercourse, sodomy, oral copulation, masturbation, or other sexual conduct to occur in or on the licensed premises;
8. A licensee is delinquent in payment to the city or state for any taxes, fees, fines, or penalties relating to the adult entertainment business or the premises thereon;
9. A licensee has, with knowledge, permitted a person less than twenty-one (21) years of age to enter or remain in the establishment;
10. A licensee has attempted to sell his business license, or has sold, assigned, or transferred ownership or control of the adult entertainment business to a nonlicensee of the establishment;
11. A licensee has, with knowledge, permitted a person or persons to engage in specified sexual activities on the premises of the adult entertainment business; or
12. The violation of any of the rules, regulations, or ordinances governing, regulating and/or applying to adult entertainment businesses or any ordinances, laws, or regulations in any way relating to or controlling, health, sanitation, fire protection or the public peace or for the violation of any of the provisions of this section.

C. When the director revokes a license, the revocation shall continue for one (1) year, and the licensee shall not be issued a license for one (1) year from the date revocation became effective. Notwithstanding the provisions of this section, in the event the licensee appeals the revocation of a license, the status quo immediately prior to revocation shall be maintained throughout the pendency of the appeal, up to and including judicial review on the merits as set forth in section I. below.

Section H. No transfer of license. Any license issued under this section is nontransferable and a licensee shall not transfer a license to another, nor shall a licensee operate an adult entertainment business under the authority of a license at any place other than the address designated in the application.

Section I. Judicial review. Within fourteen (14) days of a denial of an initial or renewal application by the director, or suspension or revocation of a license by the director, the applicant or licensee may seek prompt review of the denial, suspension or revocation by filing an appeal with the city council. The city council shall consider the appeal at the next available (i.e., meets council agenda deadline as set forth in the Code of Ordinances or as added to the agenda by the council president) regular meeting of the city council. If aggrieved by the decision of the city council, the applicant may seek judicial review of such decision in a court of competent jurisdiction as provided by state law. Upon notification of the filing of a notice of appeal/bill of exceptions seeking judicial review of the city's decision, the city shall transmit the record of the administrative action to the court no later than five (5) business days after receipt of said notice/bill. The matter shall be briefed in accord with the provisions of the applicable Mississippi Rules of Civil Procedure and/or Mississippi Rules of Appellate Procedure. The administrative action shall then be promptly reviewed by the court.

Section J. Existing Adult Entertainment Businesses. The provisions of this section shall apply to existing adult entertainment businesses beginning ninety (90) days after the effective date of this section.

ARTICLE V.
GENERAL PROVISIONS

Section A. Application. All provisions of the City of Gulfport Zoning Ordinance (appendix A to Code of Ordinances) shall apply to adult entertainment businesses. All conditions and provisions of the base zone including but not limited to set back, yard requirements, area, etc., shall apply to adult entertainment businesses.

Section B. Sale use or consumption of alcoholic beverages prohibited.

A. The sale, use, or consumption of alcoholic beverages on the premises of an adult entertainment business is prohibited.

B. Any violation of this section shall constitute a misdemeanor.

Section C. Persons younger than eighteen (18) prohibited from entry; attendant required.

A. It shall be unlawful to allow a person who is younger than twenty-one (21) years of age to enter or be on the premises of an adult entertainment business at any time the adult entertainment business is open for business.

B. It shall be the duty of the operator of each adult entertainment business to ensure that an attendant is stationed at each public entrance to the adult entertainment business at all times during adult entertainment business regular business hours. It shall be the duty of the attendant to prohibit any person under the age of twenty-one (21) years from entering the adult entertainment business. It shall be presumed that an attendant knew a person was under the age of twenty-one (21) years of age unless such attendant asked for and was furnished:

   1. A valid operator's, commercial operator's or chauffeur's driver's license; or
   2. A valid personal identification certificate issued by the State of Mississippi reflecting that such person is twenty-one (21) years of age or older.

Section D. Hours of operation. No adult entertainment business, except for an adult motel, may remain open at any time between the hours of 6:00 a.m. and 5:00 p.m. on weekdays and Saturdays. No adult entertainment business shall operate for business or remain open for business on Sunday or any legal holiday recognized by the state.

Section E. Massages or baths administered by person of opposite/same sex. It shall be unlawful for any adult entertainment business, regardless of whether in a public or private facility, to operate as a massage salon, massage parlor or any similar type business where any physical contact with the recipient of such services is provided by a person of the opposite or same sex. Violation of this section shall constitute a misdemeanor.

Section F. Exemptions. It is a defense to prosecution under this section that a person appearing in a state of nudity did so in a modeling class operation:

1. By a proprietary school, license by the state, a college, junior college, or university supported entirely or partly by taxation;
2. By a private college or university that maintains and operates educations programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation.
3. Any activity conducted or sponsored by an entity described in subparagraph 1. or 2. Must be situated in a structure which has no sign or other advertising visible from the exterior of the structure indicating a nude person is available for viewing; where in order to participate in a class, a student must enroll at least three (3) days in advance of the class; and where no more than one (1) nude model is on the premises at any one time.
   A. Notwithstanding any other provision in this section, movies rated G, PG, PG-13 or R by the Motion Picture Association of America (MPAA), or live theatrical performances with serious artistic, social, or political value, that depict or describe specified anatomical areas or specified sexual activities, are expressly exempted from regulation under this section.

Section G. Notices.

A. Any notice required or permitted to be given by the director or any other city office, division, department or other agency under this ordinance to any applicant, operator or owner of an adult entertainment business may be given either by personal delivery or by certified United States mail, postage prepaid, return receipt requested, addressed to the most recent address as specified in the application for the license, or any notice of address change that has been received by the director. Notices mailed as above shall be deemed given upon their deposit in the United States mail. In the event that any notice given by mail is returned by the postal service, the director or his designee shall cause the notice to be posted at the principal entrance to the establishment.

B. Any notice required or permitted to be given to the director by any person under this section shall not be deemed given until and unless it is received in the office of the director.

C. It shall be the duty of each owner who is designated on the license application and each operator to furnish to the director in writing any change of residence or mailing address.

Section H. Injunction. A person who operates or causes to be operated an adult entertainment business without a valid operator's license, or in violation of the location restrictions of this section, is subject to a suit for injunction as well as prosecution for criminal violations. Each day an adult entertainment business so operates is a separate offense or violation.

Section I. Severability. If any section, subsection or clause of this section shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subjections and clauses shall not be affected thereby.

Section J. Regulation of obscenity subject to state law. Notwithstanding any definition or use permitted herein, this section does not permit the distribution of obscene materials or the performance of obscene acts as defined in MCA 1972, § 97-29-103; all such prohibited materials and prohibited acts are expressly prohibited hereby.

Section K. Public nudity. Public nudity is expressly forbidden and prohibited by this section and nothing contained herein shall be deemed to permit or allow public nudity.

Section L. Additional regulatory provisions. Each adult entertainment business and its employees, agents, or other representatives shall observe the following general requirements, regulations, and standards of conduct:

A. Conform to all applicable building codes, statues, ordinances, and regulations whether federal, state, or local unless otherwise specified in this Ordinance.

B. Conform to all applicable fire and health statues, codes, ordinances, and regulations whether federal, state, or local.

ARTICLE VI.
ADDITIONAL REGULATIONS SPECIFIC TO CERTAIN TYPES OF ADULT ENTERTAINMENT BUSINESSES

Section A. Additional regulations for adult motels.

A. Evidence that a sleeping room in a hotel, motel, or a similar commercial enterprise has been rented and vacated two (2) or more times in a period of time that is less than ten (10) hours creates a rebuttable presumption that the enterprise is an adult motel as that term is defined in this section.

B. It is unlawful if a person, as the person in control of a sleeping room in a hotel, motel, or similar commercial enterprise that does not have an adult entertainment business license, rents or subrents a sleeping room to a person and, within ten (10) hours from the time the room is rented, he rents or subrents the same sleeping room again.

C. For purposes of subsection B., the terms "rent" or "subrent" mean the act of permitting a room to be occupied for any form of consideration.

D. Violation of subsection B. shall constitute a misdemeanor.

Section B. Additional regulations for escort agencies.

A. An escort agency shall not employ any person under the age of twenty-one (21) years.

B. A person commits an offense if the person acts as an escort or agrees to act as an escort for any person under the age of twenty-one (21) years.

C. Violation of this section shall constitute a misdemeanor.

Section C. Additional regulations for nude model studios.

A. A nude model studio shall not employ any person under the age of twenty-one (21) years.

B. A person under the age of twenty-one (21) years commits a misdemeanor if the person appears seminude or in a state of nudity in or on the premises of a nude model studio. It is a defense to prosecution under this subsection if the person under twenty-one (21) years was in a restroom not open to the public view or visible by any other person.

C. A person commits a misdemeanor if the person appears in a state of nudity, or with knowledge, allows another to appear in a state of nudity in an area of a nude model studio premises which can be viewed from the public right-of-way.

D. A nude model studio shall not place or permit a bed, sofa, or mattress in any room on the premises, except that a sofa may be placed in a reception room open to the public.

Section D. Additional regulations concerning public nudity.

A. It shall be a misdemeanor for a person who, with knowledge and intent, appears in person in a state of nudity in an adult entertainment business, or depicts specified sexual activities in an adult entertainment business.

B. It shall be a misdemeanor for a person who, with knowledge and intent, appears in person in a semi-nude condition on the adult entertainment business premises, unless the person is an employee who, while seminude, is at least ten (10) feet from any patron or customer, and on a stage raised at least two (2) feet from the floor.

C. It shall be a misdemeanor for an employee, while seminude, to solicit any pay or gratuity from any patron or customer on the adult entertainment business premises, or for any patron or customer to pay or give any gratuity to any employee, while said employee is seminude on the adult entertainment business premises.

D. It shall be a misdemeanor for an employee, while seminude, to touch a patron or the clothing of a patron, or for a patron to touch a seminude employee or the clothing of a semi-nude employee, while the employee is on the adult entertainment business premises.

Section E. Additional regulations pertaining to exhibition of sexually explicit films and videos.

(a)

A person who operates or causes to be operated an adult entertainment business, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred fifty (150) square feet of floor space, a film, video cassette, or other video reproduction, that depicts specified sexual activities or specified anatomical areas, shall comply with the following requirements:

(1) Upon application for an adult entertainment business license, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of one (1) or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed thirty-two (32) square feet of floor area. The diagram shall also designate the place at which the business license will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall be required; each diagram should be oriented to the north or to some designated street or object and should be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six (6) inches. The director may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since said diagram was prepared.

(2) The application shall be sworn to be true and correct by the applicant.

(3) No alteration in the configuration or location of a manager's station may be made without the prior approval of the director or his designee.

(4) It is the duty of the owners and operator of the premises to ensure that at least one (1) employee is on duty and situated in each manager's station at all times that any patron is present inside the premises.

(5) The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of the entire area of the premises to which any patron is permitted access for any purpose, excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has two (2) or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of the entire area of the premises to which any patron is permitted access for any purpose from at least one of the manager's stations. The view required in this subsection must be by direct line of sight from the manager's station.

(6) It shall be the duty of the operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that the view area specified in subsection (5) remains unobstructed at all times. No doors, walls, partitions, curtains, merchandise, display racks, or other object(s) shall obstruct from view of the manager's station any portion of the premises to which patrons have access. It shall be the duty of the operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that no patron is permitted access to any area of the premises that has been designated as an area in which patrons will not be permitted, as designated in the application filed pursuant to subsection (1).

(7) The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than five (5) foot-candles as measured at the floor level.

(8) It shall be the duty of the operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that the illumination described above is maintained at all times that any patron is present in the premises.

(9) No viewing room or booth may be occupied by more than one (1) person at any time.

(10) No opening of any kind shall exist between viewing rooms or booths.

(11) It shall be the duty of the operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that no more than one (1) person at a time occupies a viewing booths or rooms, and to ensure that no person attempts to make an opening of any kind between the viewing booths or rooms.

(12) The operator of the adult entertainment business shall, each business day, inspect the walls between the viewing booths to determine if any openings or holes exist.

(13) The operator of the adult entertainment business shall cause all floor coverings in viewing booths to be nonporous, easily cleanable surfaces, with no rugs or carpeting.

(14) The operator of the adult entertainment business shall cause all wall surfaces and ceiling surfaces in viewing booths to be constructed of, or permanently covered by, nonporous, easily cleanable material. No wood, plywood, composition board or other porous material shall be used within forty-eight (48) inches of the floor.

(b) A person having a duty under subsections (1) through (14) commits a misdemeanor if he/she, with knowledge, fails to fulfill that duty.

(Ord. No. 2679, § 2(Exh. A), 6-22-10)

Sec. XII. - Rehabilitation health clinics and plasma centers.

(A) *Purpose and intent.*

(1) In the development and adoption of this Ordinance, it is recognized that rehabilitation health clinics and plasma centers, as such terms are defined herein, can and do have serious objectionable operational characteristics particularly when located in close proximity to residential neighborhoods, public parks, churches, public buildings, schools and other such similar facilities, thereby having a deleterious impact upon the public health, safety and welfare, and that such businesses frequently become places of criminality and bring crime to an area.

(2)

It has been acknowledged by communities across the nation that state and local governmental entities have a special concern in regulating the operation of such businesses under their jurisdiction to ensure those controls and regulations necessary to preserve the integrity and character of residential neighborhoods, the stability of property values, and impose restrictions and regulations upon those activities that would adversely affect property values, increase crime and violence, and prevent adverse secondary effects that will contribute to the blighting or down grading of adjacent neighborhoods. It is the secondary effects that will contribute to the blighting or down grading of adjacent neighborhoods. It is the further purpose of this Ordinance to protect the well-being of the citizens of the community from objectionable operational characteristics of these clinics by regulating and restricting their close proximity to established certain facilities such as, without limitation, churches, parks, schools and residential areas.

(3) It is not the intent of this Ordinance to inhibit the operation of these clinics or centers or to inhibit the availability of opiod medication to those to whom it is legally prescribed or to inhibit the ability of persons to sell plasma legally.

(4) The provisions of this Ordinance have neither the purpose nor effect of imposing a limitation or restriction on the ability of one who has been legally prescribed opiod medication to obtain those medications or the ability of one who desires to sell his/her plasma. Similarly, it is neither the intent nor effect of this Ordinance to restrict or deny access to opiod medication by those for whom opiod medication has been prescribed or to restrict or deny access to a location where plasma may be sold legally. This Ordinance represents a balancing of the legitimate ends of the community by imposing an incidental, content-neutral place, time and manner regulation of rehabilitation health clinics and plasma centers. The regulations deemed necessary to control the undesirable externalities arising from these businesses are set forth in this Ordinance.

(5) Neither is it the intent nor effect of this Ordinance to condone or legitimize the distribution, sale or consumption of opiod medications illegally.

(B) *Definitions.*

Misdemeanor means that upon conviction a fine not more than one thousand dollars ($1000.00) and/or imprisonment for a term not exceeding ninety (90) days shall be imposed at the discretion of the municipal court.

Opiod means substances that act on opioid receptors to produce morphine-like effects

Person means an individual, proprietorship, partnership, corporation, association, or other legal entity.

Plasma means the fluid portion of the blood in which the formed elements (blood cells) are suspended.

Plasma donation center means any business, operation, or activity that has as its primary function the acceptance of donations of human plasma.

Premises means the real property upon which the rehabilitation health clinic or plasma center is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the rehabilitation health clinic or plasma center, the grounds, private walkways, and parking lots and/or parking garages adjacent thereto, under the ownership, control, or supervision of the licensee, as described in the application for a business license.

Rehabilitation health clinic means any business, operation, or activity that has as its primary function the sale, delivery or provision of opiod medication as a means of rehabilitation from drug addiction. Hereinafter, rehabilitation health clinics and plasma centers are referred to collectively as "clinic" or "center".

(C) *Zoning regulations.*

(1) *Nonconforming uses.* Any rehabilitation health clinic or plasma center lawfully operating on the effective date of this Ordinance that is in violation of the location or other requirements of this Ordinance shall be deemed a nonconforming use. Such nonconforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. If two or more clinics are within one thousand (1,000) feet of one another and otherwise in a permissible location, the clinic that was first established and continually operated at a particular location is the conforming use and the later-established business/es is/are nonconforming.

(2) *Location restrictions.* Rehabilitation health clinics and plasma centers, as defined herein, shall be permitted in I-1 and I-2 by special exception approval provided that:

(a) Clinics may not be operated within one thousand (1,000) feet of

1. A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities, to include funeral homes.
2. A public or private educational facility, including, but not limited to, child day care facilities, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, alternative schools, junior colleges and universities; school includes the school ground, but does not include the facilities used primarily for another purpose and only incidentally as a school.
3. A liquor store, free-standing lounge or tavern, or other same or similar establishment or use as a night club and/or dance hall.
4. A public park or recreational area which is used for park or recreational activities, including, but not limited to, a park, playground nature trials, swimming pool, reservoir, athletic field, basketball or tennis courts, skating rink, pedestrian/bicycle paths, wilderness areas or other similar land.
5. The property line of a lot zoned for residential use as defined in the zoning code.
6. The property line of a lot used for a private or public hospital, adult day care, nursing home, assisted living facility or any business that legally dispenses medications.
7. Another rehabilitation health clinic or plasma center.

(b) A clinic may not be operated within five hundred (500) feet of a Mississippi Scenic Byway as such term is described and defined in Miss. Code Ann. § 65-41-1 (as amended) et seq.

(c) A clinic may not be operated in the same building, structure, or portion thereof, containing another clinic as defined herein.

(d) For the purpose of this Ordinance, measurement shall be made in a straight line, without regard to intervening structures or objects, from the closest point on structure to closest point on structure or closest point on parking lot or space to closest point on parking lot or space, whichever is closer. The applicant must provide written certification that the proposed clinic meets the distance requirements set forth herein.

(Ord. No. 2903, § 1(Exh. A), 5-23-17)

CITY OF GULFPORT PLANNING COMMISSION

2406PC089

TRANSCRIPT OF HEARING

June 27, 2024

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF JUNE 2024 COMMENCING AT 4:30 P.M. AND REPORTED BY NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

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COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
CHRIS ROMANO

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
MATILDA WELCH
SAMUEL SWEETING
WILLIAM DICKINSON

ALSO PRESENT:

MARGARET MURDOCK, ESQ.
City Attorney

H2.3 Zoning Map Amendment 2406PC089

MR. DICKINSON: Zoning Map Amendment 2406PC089 has been duly and timely noticed as required by law.

The applicant is requesting to rezone to T4+ general urban zone plus 2007 St. James Boulevard, 2009 St. James Boulevard, zoned R-1-7.5 single family, Ward 2.

A copy of the packet Exhibit A considered is hereby offered to the record.

MR. WILLIAMS: All right. Thank you.

Someone here to speak on this request?

MR. GUILD: Thank you. My name is Taylor Guild. I reside at 412 Caribe Place North, Gulfport 39507.

Do you mind if I pass out these handouts?

MR. WILLIAMS: That will be fine.

MR. GUILD: All right. So in this handout here, the first one is just the overall zoning map that shows the T4+ zone. You can see Cowan-Lorraine Road running through here. You can see the church here with the sanctuary and the school is all T4+.

The two pieces that are in question today are right to the south that face St. James Boulevard. They're right adjacent to the parcel.

What I'd like to do is go ahead and have -- is collapse these two pieces into the main St. James parcel,

make it one parcel, and then construct an early education center on the parcel there. So that's the reason for having it rezoned.

Currently on those two parcels, one parcel is vacant. There's a drive running from the school out to the south to St. James Boulevard. The other parcel, which is the easternmost, does have a house on it. So the plan would be to demolish that house. We would move the drive to the east and then put the new early education center on the parcel going back to the school here.

The second sheet on here, the second sheet of the handout, shows the existing site plan with the sanctuary facing Cowan-Lorraine. Of course, the gymnasium with some classrooms face Cowan-Lorraine. The school, of course, is on West Avenue, and then the current, you can see the current drive that goes out, you can see the dashed line here, this -- the current drive goes out there to St. James Boulevard there. So we would move that drive over.

The third sheet of the handout shows the proposed layout and how it would lay out. We tried to be respectful to the residences that are next to it, so our exit drive would be moved to the east and the building would sort of face that east. But all the playground and the kids and all the noise would be back to the west which would be towards the parish rectory and off of -- you see the rectory

there. And then the parking lot behind the medical clinic there.

So it was really no -- won't be any noise or problems there on that.

MR. WILLIAMS: So, Taylor, on that, just real quick, just for clarification. The parking that's behind the residential, those homes, that's there now, right?

MR. GUILD: Yeah, if you go by, it goes onto that existing sheet, you can see the parking exactly, so the areas behind the house on the corner and the house right to the west, the parking is already there.

So the parking is there. The cafeteria delivery is right there. So none of that is really going to change at all.

MR. WILLIAMS: All right. Thank you.

MR. GUILD: And then the next sheet just kind of gives the commission an idea of what we're doing is the St. James -- and there will be some more people behind me to explain more -- but St. James School currently has PreK-2 and PreK-3 and PreK-4 program. They're dispersed throughout the school in less than ideal classrooms. They kind of had to make do. So this is early education, and we also intend to include two rooms for toddlers and two rooms for infants. So it will have a total of ten classrooms, three for PreK-2, three for PreK-3, two for toddlers, and two for infants.

And so the PreK-2 and -3 program is already there at the school. They're just in classrooms that they've had to make do and take up other spaces that the parish would like back.

So that's that there.

It's got a small kitchen. Most of the time, the main kitchen for the school that is there will provide the food. In case the thing is open in the summertime when the school is not open, there is a kitchen that can provide food if this facility is open year round.

The architecture of it, the next page, it's a one story building with dormers, so basically we tried to keep in the character and scale of the residential area there.

The plan is to have the ten classrooms, of course, on the first floor. The added space will be shelled out. They can be currently for storage. It can become later on that the classrooms upstairs, it's going to be a one story building with an attic that will be built out.

So the scale will be very similar to the surrounding area.

You can see on the next rendering sort of with the little white arch there that would face St. James Boulevard. You can see the scale and the brick. And so it's very, very residential in character as opposed to being

institutional in character there.

And the last drawing shows the playground that would face to the west. So it would face the parking lot of the medical clinic and will face that business there. So there won't be any issues with the neighborhoods, the neighbors, with the playground and kids playing there.

So that's pretty much it. So again, I'm going to let some other people speak as far as the need of St. James.

But any questions as far as technical goes or any that deals with the building --

MR. WILLIAMS: Commissioners, any questions?

MR. DAIGLE: I just have one question. The intent is to make that all a part of the same parcel.

MR. GUILD: Yeah. The intent is to collapse it so that we have one parcel that's zoned T4+.

And the way the addition is, it would straddle all three pieces, and the city won't give us a permit.

So once we do this, then we'll collapse the parcels.

MR. DAIGLE: Okay.

MR. GUILD: And it will all be T4 like it is now.

MR. WILLIAMS: Great question.

All right. Any other questions?

All right.

MR. SELLERS: I can ask it now or go later.

MR. GUILD: Go ahead and go, B.J.

MR. SELLERS: I'm sure you've already probably looked into this. But what buffer requirements are there for a situation in this where you have R-1-7.5 beside this that we change to T4+?

MR. GUILD: Yeah. We would have that. It's either the fence or number of feet, and we'd have both the distance there that we would have in there.

That's why we're pulling it as much farther to the west as we could so we could have that buffer zone between, and they have a house right there to the east there.

MR. WILLIAMS: Su-Lin, is there an official city requirement?

MS. FEATHERSTON: Yeah. There's a landscape buffer requirement when you abut a residence which I believe is 15 foot.

MR. GUILD: Yeah. And so we'll meet that.

MR. SELLERS: Okay.

MR. WILLIAMS: Good questions. All right. Good deal. Thank you.

Any other questions for Taylor right now?

All right. If anything comes up, we'll bring you back up, Taylor. Appreciate it.

MR. GUILD: Okay. Thank you.

MR. WILLIAMS: Anyone else here to speak for the request? Yes, sir.

MR. STRICKLAND: Christian Strickland, attorney in Gulfport, Mississippi. My law firm is located at 2137 East Pass Road, Gulfport, Mississippi 39507.

And I do have some exhibits to pass out.

MR. WILLIAMS: All right.

MR. STRICKLAND: So I'll be brief.

What I'm having marked into evidence for purposes of the application today and the hearing is the zoning ordinances. I didn't make copies of that for everybody, but I wanted to make sure that was obviously part of the record for today.

Also, we have some maps, and also a copy of the minutes of the planning commission from March 28, 2024. I won't belabor the details, but the minutes from this March hearing, if you look on Page 5, do reflect that there was a rezoning which occurred across the street, Parcel Number 1010N-01-087.001.

I believe if you look up on the projector screen, this purple parcel I believe is the one referenced in these minutes, that there was a rezoning there, as well.

I just believe that's relevant for purposes of today because the character of the neighborhood has changed as Mr. Guild spoke about.

And I'll be brief because we do have some folks behind me who will address the elements that are required for today.

This is for St. James Catholic School. St. James Catholic Church is one of the largest Catholic parishes in Harrison County, probably the largest in Gulfport, and one of the preeminent Catholic schools on the Mississippi Gulf Coast, excellent test scores, excellent reputation.

And there's a tremendous public need right now for this early childhood development center that is Catholic, that is value based.

So we believe we meet the burden of proof as to the public need. We believe we meet the burden of proof as to change in the character of the neighborhood.

The maps that I handed out do reflect a lot of the changes that are happening in the neighborhood.

And we would view the neighborhood as the entire Cowan-Lorraine corridor south of Pass Road. We think that there's a tremendous change reflected there. You've got Johnny Pizmos which was just erected there north of the church. You have across the street on Cowan Road Brown

Mitchell Alexander, Inc., Benjamin Edwards across the street on Cowan Road. You've got an RV resort to the south. Directly across the street from the parcels in question you have Coast Couple Realty which is operated by Chris Spear and Kate Spear. Actually, Kate Spear is here to speak to the commission tonight about the change in the character of the neighborhood.

So I won't belabor these points. I'll let the folks after me speak. But just by way of introduction, we have the principal of the school, Tricia Harvey. She's here. And we have the superintendent of Catholic education for the diocese, Ms. Jennifer Broadus. She's here, as well. And then after that, we'll have Kate Spear, and then we'll wrap it up.

MR. WILLIAMS: All right. Thank you.

Next person to speak.

MS. BROADUS: Hi. Jennifer Broadus, 9347 Evans Road, Gulfport 30503.

So I am the current superintendent of education for the diocese and the previous principal of St. James School.

And just to give you a little bit of history. Our school was opened in 1963, and our preschool programs have always been important to our schools.

We have had PreK-4 for over 30 years. About

18 years ago, we opened PreK-3. And then out of a tremendous need and an outpouring from our parents, in the 2019-2020 school year we opened a PreK-2 program which we hadn't had before.

We opened the program that year with 14 students. The next year, we doubled in size to 28. And as Taylor or Christian said, we're simply out of space.

For next year, we already have 36 students registered, and that's just at capacity with the maximum number of teachers.

We also have an extensive waiting list. To give you an idea, we have pregnant mommies who are calling, we don't even have names, we have -- it's baby so-and-so for their names listed.

So for the '25-26 school year, we already have 55 students on a waiting list for PreK-2 only. That doesn't even include infants and toddlers.

So there's a tremendous need.

You know, it's wonderful for parents, but not only that, preschool programs insure a smooth transition from preschool into the elementary schools. And it helps with the students with their social emotional well-being.

So we're very proud of our programs.

Also, they spoke on the prestigious academics that we have at St. James. So our test scores exceed the

state and national average, so it's something we're very proud of.

So speaking in favor, I hope that you all agree that there's a tremendous need.

MR. WILLIAMS: Thank you.

MS. BROADUS: Thank you.

MR. WILLIAMS: Any questions for Ms. Broadus?

All right. Thank you.

Next person.

MS. HARVEY: Hi there. I'm Tricia Harvey. I'm the principal of St. James Catholic School. I live at 180 Bone Street in Biloxi 39530.

I have been at St. James Catholic School for eight years now and have a vested interest in this early childhood center.

As Ms. Broadus said, we do have growing enrollment. We are around 400 students at this point in time. I have a wait list that goes into the '27-28 school year.

Every day we are getting phone calls from people that are showing interest in our school that are asking for tours.

And I just would like to add to what Mrs. Broadus has said that once this early childhood center is constructed and we are moved into it, it will free up

classroom space for our K trough 6 program.

And that would mean, right now, that would free up three classrooms, and that would help for our growing enrollment in these other classes and grade levels.

So I am speaking in favor of this request, and I ask you to please consider that for us.

MR. WILLIAMS: All right. Thank you. Appreciate it.

Next person to speak.

MS. SPEAR: Good afternoon. My name is Kate Spear, 2004 St. James Boulevard, Gulfport 39507.

I am here to speak in favor of this proposal. My husband and I own the real estate brokerage that is across the street. It's the light pink on the south side zoned B-1.

As Ms. Broadus and Ms. Harvey mentioned, there's a tremendous need in the community, not only within the parish community, but the surrounding community.

And as Christian mentioned, I believe this is in line with the existing changed neighborhood. It's also conforming to the existing school which has been part of the neighborhood for many years.

You can see the driveway that Mr. Guild pointed out. Cars already flow through there in the afternoon, so I don't anticipate that there would be a huge

traffic issue that's changed that would affect the neighborhood.

So I'd be happy to answer any questions. I don't know if I can help y'all.

MS. WILLIAMS: Any questions for Ms. Spear?

MR. JONES: I have one. I have one for all. Everyone reports have been real good, and I know in early child education. My question is, are they required to take faculty and staff as far degrees, or do they have to go back to school? How does that work when you all hire someone?

MR. WILLIAMS: All right, Coach. I'm going to ask Ms. Broadus to come back up to answer that one if that's okay. So, yeah, that will be good. .

MS. SPEAR: Yeah. I'm going to yield to someone who...

MR. WILLIAMS: Thank you. Appreciate it.

So, Ms. Broadus, obviously the question on that, and Coach is always in tune with this type of thing with early childhood.

Talk a little bit about your staffing and what the need is there, and any type of certifications that they have because of the younger children and those type things.

MS. BROADUS: Right. So the school is -- we're certified through Mississippi Department of Education.

The early childhood component is through the Mississippi State Department of Health.

So it's like having a daycare within the school. So we follow all of the guidelines for that.

And that's what we're currently doing is following Mississippi State Department of Health guidelines.

And they do have to have certain requirements, background checks and certification, some training. Yes, sir.

MR. JONES: Thank you.

MR. WILLIAMS: Thank you. Appreciate it.

All right. Someone else want to speak on this?

MR. STRICKLAND: Yes, just to wrap up.

MR. WILLIAMS: All right.

MR. STRICKLAND: Again, Christian Strickland, 2137 East Pass Road, Gulfport, Mississippi.

I'm an attorney, and I represent St. James Catholic School and the Diocese of Biloxi.

I believe that the commission has heard sufficient evidence that there has been a change in the character of the neighborhood, that there has been and there is established a public need.

And I would also point out that the parcel with the driveway, Lot 4, you know, since I've been going to

church at St. James Catholic Church, that has been utilized as a driveway. And that lot has been utilized not as a residential home or anything like that; it's been utilized as such since I can remember, so over 35 years.

I also want to point out that there's a specific need. Some of the case law related to these zoning applications touch on this need for this specific parcel, and there's no doubt in this case that there's a specific need for this specific parcel.

This is just a logical extension of the already existing zoning label that is to the north of the adjoining parcel, which is for St. James Catholic Church and for St. James Catholic School. This is just a logical extension of that already existing zoning to match that already existing category.

So thank you.

MR. WILLIAMS: Thank you. Appreciate it.

All right. Commissioners, you've heard from the applicant.

Anyone here to speak against this request? I'm sorry. I apologize. I almost forgot about it going in there. So yes, ma'am.

MS. PHILLIPS: I have both a question, and I'd like to speak against.

MR. WILLIAMS: Certainly, yes, if you'll do

that, and we'll get your question answered, as well.

MS. PHILLIPS: Diana Phillips, 2006 St. James Boulevard, Gulfport.

The question is, I notice on the application that the agent, Mr. Guild, he is not the owner of the property.

MR. WILLIAMS: Right.

MS. PHILLIPS: Is that correct?

And who is the owner of the property? Is it the Diocese of Biloxi or the --

MR. WILLIAMS: Okay. We'll get that answered for you.

But, you know, a lot of times in the cases that are with us, it's not unusual to have an agent representing. Sometimes it's an architect engineer that's working with the project, a real estate agent, and those things. And the property may not be purchased until the rezoning and those things are done.

But we'll get some answers to that as to where that currently stands. And I'm sure the city knows that, I just didn't have that information. So go ahead.

MS. PHILLIPS: Well, this is the first time I've attended a city planning meeting. So I obviously have pretty strong feelings about this situation. And I feel that I am the unofficial spokesperson for several of the

neighbors in that first block of St. James Boulevard who have all been homeowners there for decades.

And several of us are second generation homeowners here.

I've had conversations with them, and, you know, my nextdoor neighbor who's quite elderly told me a couple of days ago, I'm eaten up over this but, no, I'm not going to go because there's just no point in trying to fight against the Church.

And when I come here and I see the fire power that they brought to argue their case for this change, I kind of see what they mean, because all of the other zoning requests were pretty, you know, garden variety.

So clearly, there's, you know, a lot of strength behind their request.

And I don't deny that the church has been a good part of this community. I'm not a parishioner. The school has been there for decades.

But they continually say that the character of the neighborhood is changing and this justifies the continuation of the erosion of the residential neighborhood that exists.

It is the first block of College Park, one of the primary entrances and egresses to the neighborhood is St. James and Cowan Road. Neighbors drive through there

every day.

That driveway has existed for a long time. It is not a busy driveway by any means. It was built so that people could access the backside of I guess the church or the school. I'm not really sure what part of their facility is the rear facing thing.

But, yeah, a car does go up that driveway, you know, 20, 25 times a day. But it's not rows of cars.

We did have a problem in the past with children being dropped off for the elementary school and parents parking on St. James Boulevard and curbing up around West Avenue.

I believe that has mostly been addressed. There were calls that were made to the school years ago. And I know that they have made a good faith effort to come up with other options about that.

But I hope you'll bear with me because I just want to read a little something that I wrote up for you guys.

MR. WILLIAMS: Sure.

MS. PHILLIPS: I have a deep dismay about the proposed rezoning of the two parcels across the street from my home from residential to T4 general urban zone plus.

My parents purchased that home in the early 1970s when my father decided to retire from his career in

the Air Force and settle permanently on the Mississippi Gulf Coast.

And at that time, the entire block was residential homes and remained that way until I left for college in 1980.

I spent 25 years living and working in Louisiana, Texas, and California, and I returned here in 2005 to take care of my aging mother who passed away shortly thereafter.

Following her death, I inherited that home. And it was after Katrina. It was a very strange surreal time. And I found myself still there two years later, never having intended to permanently stay on the Mississippi Gulf Coast again. But, you know, had reestablished my career in the advertising field and, you know, had become a longstanding member of this community now as an adult instead of as an adolescent.

I've happily lived in this home. And, you know, while I was away, several small changes happened including the building of a doctor's office right at the corner of Cowan and St. James which used to be a private practice owned by Dr. Eugene McNally. It was now sold to Singing River.

Across the street from that was a home that Kate and Chris Spear currently have for their realtor

office. But prior to that, it was a home that Dr. McNally owned and used as a rental property, a residential rental property, sometimes to his own employees, sometimes just regular renters. So it still felt residential.

That property was purchased by a real estate investor when Dr. McNally moved out of the neighborhood, who flipped it and sold it to the Spears.

I would have frankly preferred to have a residential, you know, person move in there, but both Kate and Chris have been proactively friendly and helpful, and they've been good neighbors. It's good to have somebody next door, even if they don't live there full time.

The only thing that I have not been thrilled about is the size of their sign, but, hey, that's on me because I could have come and spoken against that, you know.

But they've been great. They are members of the parish.

So when I received that card, I started making some inquiries. And prior to the receiving of the card about the zoning change, Chris Spear was actually the first one who told me that the church was looking at putting an early child care center in this lot that is directly across from my house.

So I open my front door, and I currently see a pleasant maintained vacant field that backs up to the back

of the church property. It's kind of a nice little green space quite honestly, and the church has been really good about keeping it up.

And next to that is the little house. That house used to be used by the church to house like their music director and his family and other people who worked for the church later on, and that was okay because it was kind of like having a rental property again. You know, it's people who live there and are part of the community even if they have that association with the church.

Now they want to knock that house down, demolish it, and put up an early child care center. And I don't dispute the fact that there's probably a huge need for that. But I cannot see how this would benefit any of the long term residents that live on St. James Boulevard and do anything other than erode our property values and kind of really change the character of the neighborhood of what I experience and what my neighbors experience day in and day out.

And for those people who just spoke about, you know, there would be no noise because of the way the building would be facing and such, I do have my doubts about that. People have just commented on how long and extensive their waiting list is. It sounds like there are going to be a lot of applications for children going in here. This is

not just a handful of kids.

There's currently noise that comes from St. James School. And so that is behind the location we're talking about. And they're out there at recess and they're playing in sports, and when there are special events on the weekends and fairs and whatnot, you hear that noise, and it's okay.

But now it's going to be closer. So that's an issue that I have.

I just really feel like St. James is not being a good neighbor to the people that surround them. And it's unfortunate to me that some of the neighbors, parishioners and non-parishioners, feel like they are somewhat powerless and the fact that there are plans and drawings and all of these things that are already set up, but nobody has talked to the neighbors to show this or get any kind of buy-in.

So this is not a partnership. This feels kind of like a takeover.

So I am here to ask the commissioners respectfully to really think long and hard before approving this.

MR. WILLIAMS: All right. So can I verify just quickly, can you identify where your house is?

MS. PHILLIPS: Yes. So my house is --

there's the purple which is an empty lot and then the red dot, that's my house.

MR. WILLIAMS: That's your house there. That's what I was thinking. Okay.

MS. PHILLIPS: That's my house right there. And the neighbor that I was speaking about who's just like I'm afraid to go, she lives to the east of me.

And then the other thing I wanted to point out is, and I just thought of this today, if you travel to the corner and turn onto West Avenue, there is an empty field behind that first house that faces directly onto one of the entrances of St. James School.

I was under the impression, and I could be wrong, I don't know, I haven't looked up ownership records or anything like that, but I was under the impression that the church already owned that empty field.

That is a field where if a business or an enterprise like this was erected, it would not affect the facades, the experiences, of any residential homeowners at all, you know. It is just there, and the only thing that it faces is the school and the sports field.

And I'm like, well, why not put it there? That's a great place for it.

MR. WILLIAMS: All right. Thank you. Appreciate you being here. Thanks a lot.

So, very well spoken. Thank you.

MS. PHILLIPS: Thanks.

MR. WILLIAMS: All right. So Taylor or Ms. Broadus, either one, you know, there were some questions and things there. Anything that you would want to reply to on any of that? Obviously, it's just the neighborhood or whatever, just give you an opportunity if you want to. If not, that's fine.

MR. HEWES: Keith, could I make a few points real quick?

MR. WILLIAMS: If you would, yes, please.

MR. HEWES: I've been on the commission here for about 15 years. And the change of character of the neighborhood is due to 605. And a few, we've sat through people north of Pass Road, between the interstate and Pass Road is where a lot of these issues have come up in the Bayou Oaks area or the Island area.

So there is definitely a change of character, and it's becoming more commercial. And it's just going to bleed over and over.

And I'm not a parishioner of St. James. But I have a child that went there. And it's something that I think is good. And knowing Mr. Guild and how he's prepared this and designed it, it appears and he made the statement that they're trying to put the children's play area as far

away from the residents as possible so it does not interrupt you.

Now, much like you, I'm in a second generation home, and after Hurricane Camille, which that was a change in my grandparents' house there when they built the hotel across the street.

So I've experienced change just like you have.

Another thing we might have in common is as far as noise goes, the railroad tracks. It puts me to sleep, and I think the kids will do that eventually, too.

MS. PHILLIPS: I hope so.

MR. HEWES: But just -- I'm not pointing at you. Just a few things that after 15 years we've seen a lot of this, and quite often, and I'll give you the most recent one is where they put the -- just south of you, they put the new motor home park.

MS. PHILLIPS: Yes. And nobody in College Park is happy about that.

MR. WILLIAMS: Wait a minute. I'm sorry. So finish your comments. I don't want to have conversations between the two of you.

MS. PHILLIPS: I do have questions, though.

MR. HEWES: My point being is there have been a lot of changes and the neighbors did not want any changes

there and it's trying to be beautiful place, much better than some other things that could go there, and I think you might experience the same thing.

(Ms. Phillips speaking from audience.)

MR. WILLIAMS: Thank you. I'm sorry. Hang on one second. Come back up and ask one question. I usually don't allow this to happen, but you're the only resident here. Because this is not a debate. This is -- you had your opportunity to speak. But go ahead and ask your quick question.

MS. PHILLIPS: I don't really understand why the St. James committee has not talked to the neighbors and tried to build some kind of relationship over this.

MR. WILLIAMS: Okay. All right. Thank you.

MS. PHILLIPS: And then my other comment is even though there are some, you know, more businesses that have come in, like Pizmos, there is another residential development that is happening right off of Fifth Street just behind that dental practice. So it's not all commercial.

MR. WILLIAMS: Right.

MS. PHILLIPS: And where does it stop?

MR. WILLIAMS: All right. Thank you. Appreciate it.

All right. So, Commissioners, we've heard from the applicant and the resident that is here. Any

questions of the staff, any further comments, questions?

MR. DAIGLE: I definitely have a sentimental appreciation of what you're going through. I'm having a big subdivision built next to my property that I wasn't necessarily hugely in favor of, but it was very hard to stand in the way of progress.

Listening to your comments which I know are heartfelt, and I share a lot of Charlie's views, in that we hear these cases and it's very, very difficult.

I did a quick search, and unless I'm mistaken, St. James has been there since 1963. So it's not a new hotel going in across the street. It's not a new RV park. It's very well established. And I also have children at St. James.

It's a heartfelt thing. I don't think anything is meant to be intentionally done to defile a neighborhood. But I do see very much a change in characteristic in this part of the city.

So I just want to say that I don't think you'll find anybody up here, to all the folks that are listening, I don't think you'll find anyone that takes this just lightly, or as was spoken that there's a quote unquote, power house of people.

I see a lot of research that's been done and a lot of well thought out proposals that have been put, not

necessarily in the sense to show strength, but just to show justification, which by the law is what's required to demonstrate the change in the character.

So I appreciate the position of everyone, and I thank all of you for making good arguments.

MR. WILLIAMS: That sounds good.

And the best thing I heard from or whatever is you saying that you didn't think there was good communication, and the great thing is, you have the principal of the school, the superintendnet of the school, and maybe that's a start of a little bit better communication on some of this stuff.

So -- because I know that St. James has been, you know, a stable in that community, and I think a fairly good neighbor all the way around.

So, Commissioners, any questions of the staff, or can I get a motion from the board?

MR. SELLERS: I would like to ask, I think Ms. Broadus may be the best person to answer this question if I could ask one question.

MR. WILLIAMS: Ms. Broadus, if you can come back up, please?

MR. SELLERS: And if you're not the right person, if you want defer to someone else, that's fine, too.

The access parking area and the one-way drive

shows that being a drop-off area.

So my question is, and this came up from her, that at one time in the past, there was a lot of drop-off traffic that came through that area, and some changes were made to eliminate that.

Is this drop-off area strictly for the early childhood center, or is it potentially to be used for other parts of the school?

MS. BROADUS: I think Taylor might be able to answer that with the rendering.

MR. SELLERS: Okay. Thank you.

MR. WILLIAMS: Thank you. Sorry about that. Appreciate it.

MR. GUILD: We are keeping, B.J., we are still keeping for the school from PreK-4 through sixth grade will still use where they come in off of West and make that loop and go out on West.

So just the people that use this building here will use that single drive out.

So in the morning you'll have the cars there, and then especially with the toddlers and infants, like Ms. Broadus said, it's more like a daycare where it won't be, you know, like a big bunch of cars at one time, it will be just a car here, a car there, like that.

MR. DAIGLE: But won't that open up, since

that's moving over, then the existing PreK-2, -3, and -4 where you can drop off on the north end, would that open up another drop-off spot there?

MR. GUILD: Yeah, it will. You're exactly right.

MR. DAIGLE: It should balance out.

MR. GUILD: And one thing, we are taking great pains to make sure that the playground is isolated and it faces the parking lot for the medical clinic and the playground faces the rectory back there.

And we did look at that. We did numerous plans looking at the piece of property that's across the street from West, that vacant lot there, and it just didn't work with the traffic, and like you just mentioned with the drop-off when you're trying to get all of that in one area on West just didn't work, and the space wasn't there on West.

But we did do multiple iterations of trying to see if it would fit on that property there, and the only place for it to make sense was right there where we have it. And we made sure that we do have the buffer zone and everything else there.

MR. HANCOCK: And while Taylor's here, I think one of her earlier questions was who owns the property. I think it's the diocese.

MR. GUILD: It was the diocese, the Diocese of Biloxi, the diocese itself or the bishop, I guess.

Christian, the bishop owns everything, right? Yeah, the bishop owns it, yeah.

(Ms. Phillips makes comments from audience.)

MR. WILLIAMS: Other questions?

MS. ADOLPH: I have two for the principal of St. James.

MR. WILLIAMS: All right. So if the principal could come back up?

In regards to the development?

MS. ADOLPH: Uh-huh.

Good afternoon. My question is: What time do you begin taking in students in the morning?

MS. HARVEY: We have early -- we have children that can arrive as early as 7:00.

Regular drop-off begins between 7:30 and 8:00.

MR. ADOLPH: And what time is your latest student leaving your campus?

MS. HARVEY: Our latest student that might leave after school care would be at 5:30.

MS. ADOLPH: And with that in mind, should you have an activity for your students enrolled in this particular facility or the school, would it be in the parish

center if you had an activity on campus, or would it be in the elementary school itself?

MS. HARVEY: Are you talking about for after school care itself?

MS. ADOLPH: No. If there was a program that was sponsored by the school, would that be in the elementary school or do you have space in terms of the proposed facility, would it be in that building, or would it be in the school or in the church?

MS. HARVEY: Most of the programs like for Christmas, spring musical, that's held in the gym in our parish center.

MS. ADOLPH: Okay. That is the thing. Because in terms of the day, I was interested in how long the day would be and in terms of disruption for community after hours.

Thank you.

MS. HARVEY: You're welcome.

MR. WILLIAMS: Good question. Thank you.

Other questions, Commissioners?

MR. SPANN: I just have a question for the staff. In hearing all the situation that's beem presented before us, was there not any consideration for in the planning for noise barriers?

MS. FEATHERSTON: That would be with the

landscape buffer requirements where you abut a residential zoning. And I think the fence will also help.

PERSON IN AUDIENCE: I have a question.

MR. WILLIAMS: I'm sorry, I can't go back. I'm sorry. I apologize.

Other questions, Commissioners?

MR. HANCOCK: Just one more comment. I think the parcel that we converted to T5 a few months ago that I think Mr. Strickland mentioned, I believe if I recall correctly that's a Papa John's Pizza going to go in there, so just for what it's worth in the case of changing character of the neighborhood.

MR. WILLIAMS: Yeah. That's north of where this property is and those things. So yeah.

MR. DAIGLE: Mr. Chairman, if no one ele has other comments, in the interest of where I know I'm at, I'd like to go ahead at this time if I could and make a motion.

MR. WILLIAMS: Sounds good.

MR. DAIGLE: I know this is a heartfelt thing, but I do think it's right for the community, and I'd like to make a motion that we recommend approval for Case Number 2406PC089 with the stated conditions.

MR. WILLIAMS: Do I have a second to that motion?

MR. HANCOCK: Second.

MR. WILLIAMS: Got a motion and a second. Any further discussion now? So I think it's very important that we think about this, and we talk a lot about the changing in condition, and Cowan Road and 605 will certainly make an impact on that. It is a lot of commercial. St. James is a well respected school of the diocese, I think a very good partner in the community, a community that I grew up in, don't live there any more, but grew up in.

I do agree at some point when is change in condition enough and how far does that exceed into neighborhoods. You know, we go off a block, we go off two blocks over, three blocks. So I just think we need to keep that in mind in the future.

I think this is going to be a very good development and a very good addition to the school. It may create a little bit of impact on the community, but hopefully the church and the school will continue to be a great partner in the community in doing this thing.

So I fully respect the residents being here and questioning, but I fully support the motion, as well.

So we have a motion on the floor to approve this request with any conditions stated. It's been properly seconded. No further discussion. All those in favor signify by saying aye. Any opposed?

All right. It's been approved.

Thank you all so much for being here. Appreciate it.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2406PC089

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 36 pages constitute a true and correct transcription of said hearing held on the 27th day of June 2024.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature this the 3rd day of July 2024.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____day of _____, 2024, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GULFPORT, MISSISSIPPI, TO REZONE CERTAIN PROPERTY FROM PRESENT ZONING CLASSIFICATIONS OF R-1-7.5 (SINGLE-FAMILY) TO T4+ (GENERAL URBAN ZONE "PLUS"), AND FOR RELATED PURPOSES

WHEREAS, the Governing Authorities of the City of Gulfport, Mississippi, find and do so determine, that based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that all or a portion of the real property described herein, which is generally described as being located North of and adjacent to St. James Boulevard, South of North Street, East of Cowan Road, and West of West Street, should be rezoned from its present classification of R-1-7.5 (Single-family) to T4+ (General Urban Zone "Plus"), as more fully set forth herein; and

WHEREAS, the Governing Authorities of the City of Gulfport, Mississippi, further finds that the applicant in the said Case has demonstrated, by clear and convincing evidence set forth in the record created before the Planning Commission and/or based on their personal knowledge of the area and other reasons set forth during consideration of the rezoning by the City Council, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the Official Zoning Map of the City of Gulfport, be and the same is hereby amended to provide that the following described property **be rezoned from its present classification of R-1-7.5 (Single-family) to T4+ (General Urban Zone "Plus"):**

> Lot Four (4), Block Nine (9), COWAN ROAD HOMES ANNEX SUBDIVISION, Unit Four (4), a subdivision located in the First Judicial District of Harrison County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 21 at Page 9.
>
> &
>
> Lot Three (3), Block Nine (9), of COWAN ROAD HOMES ANNEX SUBDIVISION, Unit Four (4), a subdivision located in the First Judicial District

of Harrison County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 21 at Page 9.

SECTION 2. The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee of property that requested rezoning (i.e., the applicant), which rezoning was ultimately approved by the City Council, must secure a building permit from the building official within one (1) year of the rezoning of the subject property. The building permit must be issued for the use for which the applicant requested the rezoning. The failure to secure a building permit as described above and/or the failure to maintain a valid building permit shall result in the reversion of the zoning classification of the subject property back to its original classification. See COMPREHENSIVE ZONING ORDINANCE Section IX (3) (b) Reversion.

SECTION 3. This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances and Official Zoning Map by rezoning certain property generally described as being located North of and adjacent to St. James Boulevard, South of North Street, East of Cowan Road, and West of West Street, from its present classification of R-1-7.5 (Single-family) to T4+ (General Urban Zone "Plus") as more fully set forth in the Ordinance. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the ____ day of ____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of ____, 2024.

APPROVED:

_____

Mayor

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

AN AMENDED RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE GENERAL TERMS OF SERVICE WITH BLOCK, INC., SQUARE CAPITAL, LLC, AND/OR SQUARE FINANCIAL SERVICES, INC., IN CONNECTION WITH THE HARBOR LIGHTS WINTER FESTIVAL, LEISURE SERVICES PROGRAMMING AND OTHER NEEDS OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the 2024 Harbor Lights Winter Festival to be held in Jones Park as well as for upcoming programming for the Department of Leisure Services as well as other needs of the City; and

WHEREAS, Block, Inc., Square Capital, LLC, and/or Square Financial Services, Inc., will provide the said services in support of the Harbor Lights Winter Festival events, Leisure Services programming and other needs of the City, and other services as set forth in the General Terms of Service attached hereto as "Exhibit A"; and

WHEREAS, and Block, Inc., Square Capital, LLC, and/or Square Financial Services, Inc., has provided the attached Licensee Agreement for execution by the City in connection with the Harbor Lights Winter Festival, Leisure Services Programming and other needs of the City (see Exhibit "A" hereto); and

WHEREAS, the Mayor and City Council are of the opinion that approval of the General Terms of Service attached hereto as Exhibit "A" is in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed General Terms of Service with and Block, Inc., Square Capital, LLC, and/or Square Financial Services, Inc., as attached hereto as Exhibit "A" be, and it is hereby approved to the extent that it complies with Mississippi law, and the Mayor, or his designee, is hereby authorized to execute and deliver said agreement in writing in behalf of the City of Gulfport, Mississippi.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

_____
MAYOR

Quote

May 2024

Square

+

City of Gulfport

Square

Quote Date: 5/13/2024
Quote Number: Q-61374
Company: City of Gulfport

Account Representative: Reed Muething
Email: rmuething@squareup.com

DETAILS

PAYMENT PROCESSING FEES:

Card Present transactions:	2.60% + $ .10/transaction
Card Not Present transactions:	3.50% + $ .15/transaction
API transactions:	2.90% + $ .30/transaction
Invoices transactions:	3.30% + $ .30/transaction

Total Hardware & Upfront Price: USD 0.00

Square

General

General Terms of Service

These terms apply if you signed up for Square on or after December 6, 2023 and will become effective and apply to all Square Sellers on January 6, 2024. For terms that apply until then, see here.

Last updated December 6, 2023

> *We've included annotations in the gray boxes below to emphasize certain portions of our notice and help guide you as you read them. Annotations aren't part of the terms and have no legal effect, but they should help you follow the text.*

> *This page describes the general terms that apply to your use of any of our services. By using our services you agree to these terms on top of any other terms that apply to a specific service you are using. If you use our services on behalf of your company, your company agrees to them too.*

These General Terms of Service ("General Terms") are a legal agreement between you, as a current or prospective customer of Square's services ("you," "your") and Block, Inc. Square Capital, LLC, and/or Square Financial Services, Inc., ("Square," "we," "our" or "us") and govern your use of Square's services, including mobile applications, websites, software, cloud-based solutions, hardware, and other products and services in the United States of America (collectively, the "Services"). By using any of the Services, you agree to these General Terms and any policies referenced within ("Policies"), including our Privacy Notice (see Section 8) and terms that limit our liability (see Section 19) and require individual arbitration for any potential legal dispute (see Section 22), which are collectively incorporated herein by reference. You also agree to any additional terms specific to Services you use ("Additional

Terms"), such as those listed below, which become part of your agreement with us (collectively, the "Terms"). If you are using the Services on behalf of a business, you represent to us that you have authority to bind that business or entity to these Terms, and that business accepts these Terms. You should read all of our Terms carefully.

- **Payment Terms**: These terms apply to all Payment Services.
- **Point of Sale Additional Terms of Service**: These terms apply when you use certain Square Point of Sale Services.
- **ACH Service Terms**: These terms apply when you use ACH Services.
- **Afterpay Merchant Terms of Service**: These terms apply when you use the Afterpay payment method.
- **Bill Pay Terms**: These terms apply when you use the Bill Pay Service.
- **Hardware Policies and Limited Warranty**: These terms apply when you purchase or use Square hardware or third party hardware and accessories from Square or one of Square's authorized retailers.
- **HIPAA Business Associate Agreement**: If you are subject to HIPAA as a Covered Entity or Business Associate (as defined in HIPAA) and use the Services in a manner that causes us to create, receive, maintain, or transmit Protected Health Information on your behalf, then you agree to the HIPAA Business Associate Agreement ("HIPAA BAA").
- **Generative AI Terms**: These terms apply when you use any Generative AI or AI-powered products, features and tools ("AI Products") offered by Square.

1. Square Account Registration

> *Provide accurate personal information during registration and keep the information current. We can suspend or terminate your account if you provide incomplete or false information.*
>
> *You are responsible for all activity on your account.*

You must open an account with us (a "Square Account") to use the Services. During registration we will ask you for information, which may include but is not limited to, your name and other personal information. You must provide accurate and complete information in response to our questions, and you must keep that information current. You are fully

responsible for all activity that occurs under your Square Account, including for any actions taken by persons to whom you have granted access to the Square Account. We reserve the right to change the account type, suspend or terminate the Square Account of anyone who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

2. Revisions, Disclosures and Notices

> *We can make updates to our terms of service at any time, and we'll notify you of these updates as appropriate. By continuing to use our services after these updates, you agree to the revised terms.*
>
> *You also agree to receive notices from us electronically.*

We may amend the Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website or communicating it to you through the Services (each a "Revised Version"). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

You agree to Square's E-Sign Consent. We may provide disclosures and notices required by law and other information about your Square Account to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address listed in your Square Account or that you otherwise provided to Square. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered. If you wish to withdraw your consent to receiving electronic communications, contact Square Support. If we are not able to support your request, you may need to terminate your Square Account.

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Except where prohibited by law, you may not, nor may you permit any third party, directly or indirectly, to:

1. export the Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII);
2. engage in any activity that may be in violation of regulations administered by the United States Department of the Treasury's Office of Foreign Asset Control (31 C.F.R. Parts 500-599). Prohibited activity includes but is not limited to the provision of Services to or for the benefit of a jurisdiction, entity, or individual blocked or prohibited by relevant sanctions authorities, including but not limited to activities in Iran, Cuba, North Korea, Syria, or the Crimean Region of the Ukraine. If found to be in apparent violation of these restrictions, your account could be terminated and your funds could be held for an indefinite period of time;
3. access or monitor any material or information on any Square system using any manual process or robot, spider, scraper, or other automated means;
4. except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
5. perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
6. copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or Services from Square;
7. use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement;
8. transfer any rights granted to you under these General Terms;
9. use the Services in a way that distracts or prevents you from obeying traffic or safety laws;

10. use the Services for the sale of firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;
11. use the Services for any illegal activity or goods or in any way that exposes you, other Square users, our partners, or Square to harm; or
12. otherwise use the Services except as expressly allowed under these Terms.

If we reasonably suspect that your Square Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Square Account, and any of your transactions with law enforcement.

4. Compatible Mobile Devices and Third Party Carriers

We do not warrant that the Services will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as "jail broken."

5. Your Content

> *You retain all rights to your content when you upload it into our services, but you do give us broad rights to use, modify, display your content in our services. You can see specifics on the rights you grant us below.*
>
> *Also, anything you provide us or make available to the public through our services must not contain anything that we think is objectionable (e.g., illegal, obscene, hateful or harmful to you, our customers or us). We can remove any content at any time.*

The Services may include functionality for uploading or providing suggestions, recommendations, feedback, stories, photos, documents, logos, products, loyalty programs, promotions, advertisements and other materials or information ("Content").

You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the Services. You retain all rights in your Content, subject to the rights you granted to us in these General Terms. You may modify or remove your Content via your Square Account or by terminating your Square Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services.

You will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or Intellectual Property Rights; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Square's or its partners' products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose Square, its affiliates or its customers or other persons to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. Square may also monitor such Content to detect and prevent fraudulent activity or violations of Square's General Terms. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

6. Copyright and Trademark Infringement

We respect the intellectual property rights of others and ask you to do the same. We have adopted an Intellectual Property Policy regarding third-party claims that your material

infringes the rights of others. We respond to all valid notices of such infringement, and our policy is to suspend or terminate the accounts of repeat infringers.

7. Security

> *We take security incredibly seriously, but can't guarantee that bad actors will not gain access to your personal information. You need to do your part by keeping your passwords safe, being smart about who has access to your account and which of your devices can access our services, and letting us know if you think an unauthorized person is using your account.*
>
> *If there is ever a dispute about who owns your account, we are the decider.*

We have implemented technical and organizational measures designed to secure your personal information from accidental destruction, loss, alteration and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You provide your personal information at your own risk.

You are solely responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You will immediately notify us of any unauthorized use of your password or Square Account or any other breach of security. You will immediately take all reasonable steps to mitigate the effects of a security breach and will cooperate with Square and provide all information requested by Square to remediate the breach. Any assistance provided by Square in relation to a security breach does not in any way operate as acceptance or acknowledgement that Square is in any way responsible or liable to you or any other party in connection with such breach.

Notwithstanding Sections 21 and 22, in the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any Square Account subject to dispute) will be final and binding on all parties.

8. Privacy

Your Personal Information By using any of our Services as a Square seller, you acknowledge our data practices that apply to you, as set out in the Square Account Holder Privacy Notice (the "Privacy Notice"). The Privacy Notice explains how Square collects, uses and protects the personal information you provide to us where Square makes use of your personal data to provide you with the Services or for its own purposes. You are required to familiarize yourself with the Privacy Notice prior to using the Services.

Your Customers' and Employees' Personal Information Square will process certain of your customers' or employees' personal data on behalf of your business as a service provider ("data processor"). In such circumstances, you agree that you will comply with the data protection laws applicable to you and will provide data subjects with information on the processing of their personal information which satisfies the transparency requirements of such data protection laws and which ensures that personal data may be processed fairly, lawfully and in a transparent manner. If you or your business are located in California, Colorado, Connecticut, Utah, or Virginia, please see Section 28.

9. Communications

> *You consent to us sending messages to your email or mobile devices about your account or our services, which may include marketing. You can opt out of communications in ways that are specific to that communication method, such as by unsubscribing from emails, or replying to text messages with 'STOP'.*

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us when you sign-up for a Square account or update the contact information associated with your account. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt out of any promotional phone calls by informing the caller that you would not like to receive future promotional calls. You may only opt-out of text messages from Square by replying STOP. You acknowledge that opting out of receiving communications may impact your use of the Services.

We also provide Services that allow you to send short message service (SMS) messages to your customers (the "Seller-Initiated SMS Services"). You will only use the Seller-Initiated SMS Services in compliance with these Terms and all other applicable laws and regulations of the jurisdiction from which you send messages and in which your messages are received.

10. Paid Services

> *Lots of what we offer is free, but we offer paid services too. We can collect payments for a paid service by either charging your linked debit/credit card or taking the payment from your transaction proceeds, Square-account balance or linked bank account.*
>
> *We'll give you 30 days advance notice if we change our subscription fees, and you can cancel your subscription at any time.*

Square's Services include both paid-for Services ("Paid Services") and free Services, for which no additional fees are charged ("Free Services"). Square offers certain Paid Services to be paid for on a recurring basis ("Subscription Services") and others on an as-used basis ("A La Carte Services"). Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable Taxes (as defined below) ("Subscription Fee"). A La Carte Services may subject you to fees charged per usage and/or terms, including transaction volume. By using an A La Carte Service, you agree to pay the fees and any Taxes incurred at the time of usage ("A La Carte Fees" and, together with Subscription Fees, the "Paid Service Fees"). See **Payment Terms** for terms applicable to Payment Services.

In general, Paid Service Fees may be paid by debit card, credit card, or deducted from your transaction proceeds; however, Paid Service Fees related to hardware may only be paid by debit card or credit card. If you link a debit or credit card to your account, you authorize us to

collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card. Regardless of payment device or method, we reserve the right to collect Paid Service Fees by deduction from your transaction proceeds, the Balance (as defined in the Payment Terms) in your Square Account or your linked bank account.

Unless otherwise provided in a Subscription Service's terms, Subscription Fees will be charged on the first of every month until canceled. You may cancel a Subscription Service at any time from your Square Account settings. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days' advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

11. Taxes

> *Your Taxes are your responsibility. But we may have an obligation under applicable law to charge and/or remit Tax on Paid Services and report certain information about you to the IRS or other applicable Tax authority.*

For purposes of these Terms, "Tax" and "Taxes" include any and all present or future taxes, charges, fees, levies or other assessments, including, without limitation, income, telecommunications, value-added, goods and services tax or similar taxes, stamp tax or duty, gross receipts, excise, real or personal property, sales, withholding, social security, occupation, use, severance, environmental, license, net worth, payroll, employment, franchise, transfer and recording taxes, fees and charges, imposed by any domestic or foreign Taxing authority, including any penalties, interest or additions to tax (collectively, "Taxes").

Unless otherwise expressly stated, all Paid Services Fees are exclusive of any Taxes. You are responsible and liable for identifying and calculating any and all Taxes required to be assessed, incurred, collected, paid or withheld for your use of the Services. Unless otherwise expressly stated, You also are responsible and liable for (a) determining whether Taxes apply to your sale of products and services, payments received, bill payments make or received,

and/or any other transactions arising from or out of your use of the Services, and (b) registering with Tax authorities in jurisdictions where you are required to do so by applicable law, and (c) calculating, collecting, reporting, paying, and/or remitting any such applicable Taxes to the appropriate Tax and revenue authority. Square specifically disclaims any liability for such Taxes and you agree to fully indemnify, defend, and hold Square harmless against any such Taxes and any other related expenses or costs. Notwithstanding anything in these Terms to the contrary, You agree that we are not a marketplace, marketplace facilitator, marketplace provider, or similar construct under any applicable law relating to sales, use, or similar taxes, nor do the Services hereunder provide a marketplace or similar construct, and You agree to not take any tax position to the contrary, including on any tax return, tax filing, in any tax audit or examination or otherwise.

Notwithstanding the foregoing, Square may charge applicable Taxes on Services, as required by law, which you agree to pay, unless you provide Square with timely appropriate, complete, and accurate information and documentation satisfying the legal and Tax requirements of the relevant governmental or Tax authority to establish that the otherwise applicable Tax is not required to be charged by Square. You agree to fully indemnify, defend and hold Square harmless against any Tax imposed by a Tax authority for failure to apply correct Taxes if such failure is a result of your failure to provide Square with the correct evidence to support your exemption from such Taxes, as applicable.

Square may be obligated under applicable laws to report certain information to tax and revenue authorities (“Tax Information”) and/or you with respect to your use of the Services. Upon request, you shall provide Square with the necessary information to complete any applicable Tax Information reporting and recertify such information from time to time, as may be required by applicable law, or otherwise in connection with any Tax audit or examination. If you use our Services you acknowledge that we will report to the applicable Tax and revenue authorities the required Tax Information (including the total number and amount of payments you received during the relevant reporting period). We also may, but are not obligated to, send to you the Tax Information reported.

If applicable, Square shall be entitled to deduct from any payments to you the amount of any applicable withholding Taxes with respect to amounts payable, or any other Taxes, in each case required to be withheld by Square to the extent that Square remits to the appropriate Tax authority on your behalf such Taxes. Any amounts so deducted or withheld shall be

treated as having been paid for all purposes of these Terms and Square will not be obliged to increase or gross-up any payment on account of any withholding of Tax.

You acknowledge and agree that Square is not providing any Tax advice and nothing Square says or provides to you should be interpreted as such. For any Tax-related inquiries in connection with the Services or these Terms, you should consult your own Tax or legal advisor.

12. Modification and Termination

> *We can terminate or deny you access to our services at any time, for any reason. You can also choose to deactivate your account at any time.*

We may terminate these General Terms or any Additional Terms, or suspend or terminate your Square Account or your access to any Service, at any time for any reason. We may add or remove, suspend, stop, delete, discontinue or impose conditions on Services or any feature or aspect of a Service. We will take reasonable steps to notify you of termination or these other types of Service changes by email or at the next time you attempt to access your Square Account. You may also terminate the General Terms and Additional Terms applicable to your Square Account by deactivating your Square Account at any time.

13. Effect of Termination

> *Once our relationship ends, we are not responsible for any losses you experience because of the termination of our services or for removing your data from our servers. Some terms of our agreement will still apply even after our relationship ends.*

If these General Terms or your Square Account is terminated or suspended for any reason: (a) the license and any other rights granted under these Terms will end, (b) you agree to immediately terminate and cease use of all Services, (c) we may (but have no obligation to) delete your information and account data stored on our servers, and (c) we will not be liable

to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. In addition to any payment obligations under the Payment Terms, the following sections of these General Terms survive and remain in effect in accordance with their terms upon termination: 5 (Your Content), 6 (Copyright and Trademark Infringement), 7 (Security), 8 (Privacy), 13 (Effect of Termination), 15 (Ownership), 16 (Indemnity), 17 (Representations and Warranties), 18 (No Warranties), 19 (Limitation of Liability and Damages), 20 (Third Party Products), 21 (Disputes), 22 (Binding Individual Arbitration), 23 (Governing Law), 24 (Limitation on Time to Initiate a Dispute), 25 (Assignment), 26 (Third Party Service and Links to Other Web Sites), and 29 (Other Provisions).

14. Your License

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Paid Services, and a royalty-free, limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Free Services as authorized in these General Terms. We may make updates to the Services available to you, which you must accept to continue using the Services. Any such updates may be subject to additional terms made known to you at that time.

15. Ownership

> *While we're happy to let you use our services, you don't have any ownership rights in them. We can act on any ideas you share with us about how we can improve our products and services free of charge.*

We reserve all rights not expressly granted to you in these General Terms. The Services are protected by copyright, trademark, patent and other laws of the United States and other countries. We own all rights, title, and interest, in and to the Services and all copies of the Services. These General Terms do not grant you any rights to our trademarks or service marks.

For the purposes of these General Terms, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You may submit feedback, comments or ideas about the Services (“Ideas”). Submitting Ideas is entirely voluntary, and we will be free to use such ideas as we see fit without any obligation to you.

16. Indemnity

> *If you do something using our services that gets us sued or fined, you agree to cover our losses as described below.*

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys’ fees) arising out of or in connection with any claim, action, audit, investigation, inquiry, or other proceeding instituted by any person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country or any inaccuracy in any Tax Information provided hereunder; (e) any third-party claims made by your Buyer regarding Square’s processing of your customer/Buyer’s Personal Information in connection with providing you with the Services; and (f) any other party’s access and/or use of the Services with your unique name, password or other appropriate security code; and (g) any transaction, purchase, good or service in respect of which Square provides, or provided, you with payment processing services in accordance with the Terms.

17. Representations and Warranties

> *Here's the part where you promise that you are who you say you are, and that you will obey the law and our terms.*

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are located in the United States; (c) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these General Terms; (d) any information you provide in connection with the Services, including your business name, accurately and truthfully represents your business or personal identity under which you sell goods and services; (e) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business, including the Health Insurance Portability and Accountability Act ("HIPAA"); (f) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (g) your use of the Services will be in compliance with these Terms.

18. No Warranties

> *While we do our best to bring great products and services to our customers, we provide them as-is, without warranties. We are not responsible for any goods and services that you might buy or sell using Square's services.*

THE USE OF "SQUARE" IN SECTIONS 18 AND 19 MEANS SQUARE, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES).

THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, SQUARE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

SQUARE DOES NOT WARRANT, REPRESENT OR GUARANTEE IN ANY WAY THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR FIT FOR ANY PARTICULAR PURPOSE.

Square does not warrant, endorse, guarantee, or assume responsibility or liability for any product or service advertised or offered by a third party. Square does not have control of, or liability for, goods or services that are paid for using the Services.

19. Limitations of Liability and Damages

> *As described below, if something bad happens because of your use of our services, our liability is capped.*

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SQUARE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, SQUARE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL SQUARE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR SQUARE ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF SQUARE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD

IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) $500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SQUARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

20. Third Party Products

All third party hardware and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. SQUARE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

21. Disputes

> *When you see the word "Dispute" in these terms, here's what it means.*

"Disputes" are defined as any claim, controversy, or dispute between you and Square, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), whether arising before or during the effective period of these Terms, and including any claim, controversy, or dispute based on any conduct of you or Square that occurred before the effective date of these Terms, including any claims relating in any way to these Terms or the Services, or any other aspect of our relationship.

22. Binding Individual Arbitration

> *This section provides details about how we will resolve disputes through the arbitration process.*

General.

You and Square agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be individually arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, MASS ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST SQUARE. Nothing in this agreement prevents you or Square from settling Disputes on a class, representative, or consolidated basis. If any term of this arbitration agreement in Section 21 is found unenforceable, including the Bellwether Arbitration procedures described below, the unenforceable term will be severed, and the remaining terms will be enforced (but in no case will there be a class action, consolidated action, mass action or representative action arbitration).

Pre-Filing Requirement to Attempt to Resolve Disputes.

Before an arbitration is commenced, you and Square agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of the Terms. To provide this opportunity, before commencing any arbitration, proceeding in small claims court, or lawsuit (when permitted by this arbitration agreement), each party agrees to send to the other party a written Notice (“Notice”) and personally meet and confer to informally resolve any Dispute. Any Notice to Square should be sent by mail to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, CA 94612. Any Notice sent to you will be mailed to the address on file for your account. The Notice must: (i) include your name, mailing address, Square Account Name, the email address and phone number associated with your account, and; (ii) provide detailed information sufficient to evaluate the merits of the claiming party’s individualized claim and for the other party to determine if an amicable resolution is possible; (iii) set forth the specific relief sought, including an accurate, good-faith calculation of the

amount in controversy, enumerated in United States Dollars, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages; and (iv) be personally signed by you or Square, as applicable. A Notice is only valid when it pertains to, and is on behalf of, an individual party. A Notice brought on behalf of multiple parties is invalid as to all. Both parties agree that they will attempt to resolve a Dispute through an informal negotiation within sixty (60) days from the date the Notice is received, and you and Square therefore agree that, before either you or Square demands or attempts to commence arbitration or litigation (where permitted) against the other, both parties will personally meet and confer, via telephone or videoconference, with each other in a good-faith effort to resolve informally any Dispute. These informal resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration or litigation (where permitted); multiple parties initiating claims cannot participate in the same informal resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. Engaging in an informal resolution conference is a requirement that must be fulfilled before commencing arbitration or litigation (where permitted). Any statute of limitations shall be tolled while the parties engage in the informal resolution process required by this paragraph.

After that sixty (60) day period and not before, and after the informal resolution conference has occurred and not before, either party may elect, in a written Notice to the other party as described above, that it will pursue the matter either through small claims court or arbitration. The party receiving the notice shall then have seven (7) days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. After that seven (7) day period and not before, either party may commence arbitration if not proceeding in small claims court with jurisdiction. You agree that compliance with the informal resolution process described above is a condition precedent to commencing arbitration or filing a claim in small claims court. A party's failure to satisfy this condition precedent entitles the opposing party to seek immediate dismissal of the arbitration or litigation (where permitted) and the right to seek reimbursement for its costs. If either party elects small claims court, the Dispute will be resolved in that forum and not through arbitration. Each party agrees that state courts in the City and County of San Francisco, California, or federal court for the Northern District of California, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph. Each party also agrees that state courts in the City and County of

San Francisco, California, or federal court for the Northern District of California may address whether a claim filed in small claims court or in arbitration has been previously released.

Scope of Arbitration.

If we and you are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by National Arbitration and Mediation ("NAM") (https://www.namadr.org) according to the **NAM Comprehensive Rules and Procedures** (the "NAM Rules"), and this Section. In the event NAM is unavailable to administer the arbitration, either party may invoke 9 U.S.C. § 5 to request that a court appoint the Arbitrator. Except as set forth above, and for Disputes subject to jurisdiction in small claims court, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court.

Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the arbitration provider but before an Arbitrator has been selected, and the claim is subject to the jurisdiction of the filing party's local small claims court, the other party can send a written notice to the opposing party and the arbitration provider requesting that the Dispute be decided in small claims court. Upon receipt of such notice, and if all outstanding arbitration service fees have been paid, the arbitration provider shall then administratively close the case. respondent.

Arbitration Procedures.

The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. So long as it is consistent with the NAM Rules, the arbitration shall occur through the submission of documents to one Arbitrator. To the extent the Arbitrator determines that hearing is required, the arbitration shall be conducted remotely by telephone or video conference. To the extent that the Arbitrator determines that an in-person hearing is required, the arbitration hearing will take place as close to your hometown as practicable. You and Square will have the right to file early or summary dispositive motions. The Arbitrator's

award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Square values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an Arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect with respect to disputes involving other parties.

Bellwether Arbitration Procedures.
You and Square agree that if twenty-five (25) or more similar individual arbitration demands are brought against you or us by or with the assistance of the same or coordinated counsel or entities ("Mass Proceeding"), the parties shall select twelve (12) individual arbitration demands (six (6) per side) for arbitration to proceed ("Bellwether Arbitrations"). The determination of whether or not a demand/demands is/are part of a "Mass Proceeding" is in the arbitration provider's sole discretion; however, either party can request the appointment of a Procedural Arbitrator (as described below) if they do not agree with the arbitration provider's determination.

While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the Mass Proceeding shall be held in abeyance and stayed, and no party shall be responsible for paying any administrator or arbitrator fees (other than the arbitration provider's initial filing/administrative fees, and Procedural Arbitrator fees, if applicable) while the Bellwether Arbitrations are adjudicated. Any applicable statute of limitations shall be tolled as to non-Bellwether Arbitrations demands when such non-Bellwether Arbitrations are held in abeyance. The tolling period will begin when the claimant first provided the Notice of its intent to initiate an informal resolution conference as described above.

Any party may request, within five (5) business days of being notified by the arbitration provider that a Mass Proceeding exists, that the arbitration provider appoint a sole procedural arbitrator ("Procedural Arbitrator") to determine initial questions that arise in the Bellwether Arbitrations, including whether the Bellwether Arbitration procedures are

applicable or enforceable, whether any particular demand is part of a Mass Proceeding, and whether any particular demand within a Mass Proceeding was filed in accordance with this Section XIII.19. To expedite the Procedural Arbitrator's resolution of any such initial questions, the parties agree that the Procedural Arbitrator may set forth such procedures as are necessary to resolve any such initial questions promptly. The parties agree that procedures outlined in the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (available at https://www.namadr.com/resources/rules-fees-forms/ shall apply to the appointment and conduct of the Procedural Arbitrator. Square shall pay the Procedural Arbitrator's costs.

All parties agree that the Bellwether Arbitration procedures are designed to be a generally faster, more efficient, and more affordable mechanism for resolving a Mass Proceeding, including the claims of individual parties who are not selected for a Bellwether Arbitration. All parties shall work in good faith with the Arbitrator or Procedural Arbitrator to complete each Bellwether Arbitration within one hundred and twenty (120) calendar days of its initial pre-hearing conference.

Following resolution of the Bellwether Arbitrations, all parties agree to engage in a mediation of all remaining arbitration demands comprising the Mass Proceeding (the "Bellwether Mediation"). The Bellwether Mediation shall be administered by the arbitration provider. If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Proceeding within thirty (30) calendar days following the Bellwether Mediation, the remaining demands for arbitration comprising the Mass Proceeding shall be administered by the arbitration provider on an individual basis pursuant to the arbitration provider's rules and this Section 22, unless the parties mutually agree otherwise in writing.

All parties agree to cooperate in good faith with the arbitration provider to implement the Bellwether Arbitration procedures, including deferring any costs associated with the non-Bellwether Arbitration Mass Proceedings until the Bellwether Arbitrations and subsequent Bellwether Mediation have concluded, and cooperate on any steps to minimize the time and costs of arbitration, which may include the appointment of a discovery special master to assist the Arbitrator in the resolution of discovery disputes and the adoption of an expedited calendar of the arbitration proceedings.

These Bellwether Arbitration procedures shall in no way be interpreted as authorizing a class, collective, or mass action of any kind, or an arbitration involving joint or consolidated claims

under any circumstances, except as expressly set forth in this Section 22.

Arbitration Fees.

In accordance with the NAM Rules, the party initiating the arbitration (either you or us) is responsible for paying the applicable filing fee. You agree that you do not intend to use the Services for personal, family or household use. Accordingly, for purposes of calculating any arbitration costs and fees, you and Square agree that you are not a "consumer," and that the NAM Comprehensive Fees schedule will apply. The arbitrator's hourly fees (also referred to as Arbitrator Hearing Time) shall be split evenly between the parties. For purposes of this arbitration agreement, references to you and Square also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services.

Opt Out.

You may reject this arbitration agreement, in which case only a court may be used to resolve any Dispute. To reject this agreement, you must send us an opt-out notice (the "Opt Out") within thirty (30) days after you first create your Account, or for existing customers who agree to this as a terms update, within thirty (30) days of agreeing to such updated terms. The Opt Out must be mailed to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, 94612 (please note that any correspondence not related to opting out sent to this PO Box will not receive a reply). For your convenience, we are providing an opt out **notice form** you must fill in to Opt Out. You must complete this form by providing your name, address, phone number and the email address(es) you used to sign up and use the Services. This is the only way of opting out of this arbitration agreement. Opting out will not affect any other aspect of the Terms, Additional Terms, or the Services, and will have no effect on any future agreements you may reach to arbitrate with us. An Opt Out that purports to opt out multiple parties will be invalid as to all such parties. No individual party (or their agent, representative, or group of agents or representatives) may effectuate an Opt Out on behalf of other individual parties.

Court Proceedings.

Subject to and without waiver of the arbitration agreement above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City and County of San Francisco, California, or federal court for the Northern District of California.

23. Governing Law

> *Our relationship is governed by the laws of California, federal law, or both.*

These General Terms and any Dispute will be governed by the Federal Arbitration Act, as set forth above, and by California law and/or applicable federal law, without regard to its choice of law or conflicts of law principles.

24. Limitation on Time to Initiate a Dispute

Any action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

25. Assignment

> *You may not transfer any rights you have under our terms of service to anyone else.*

Unless expressly authorized by Square, these General Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

26. Third Party Services and Links to Other Websites

> *While you're using our products and services, you may be offered services from third parties. We are not responsible for any issues you may have with them.*

You may be offered services, products and promotions provided by third parties and not by Square, including, but not limited to, third party developers who use Square's services ("Third

Party Services"). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not Square. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Square. Such third party websites are not governed by these General Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Notice is no longer in effect. Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

27. Third-Party Beneficiaries

No provision in these General Terms, and any applicable Additional Terms is intended or shall create any rights with respect to the subject matter of these General Terms, and any applicable Additional Terms in any third party.

28. State-Specific Privacy Terms

If you are a "Business" as defined by the California Consumer Privacy Act of 2018 ("CCPA"), or are a "Controller" subject to the Colorado Privacy Act, Connecticut's An Act Concerning Personal Data Privacy And Online Monitoring, the Utah Privacy Rights Act, or the Virginia Consumer Data Protection Act (collectively, "State Privacy Laws"), then this provision 28 applies to you. For purposes of this Section 28, "process", "sell", and "business purpose(s)" have the meaning ascribed to them by the State Privacy Laws.

a) For purposes of this Section 28, "Buyer Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household that is

processed by Square in connection with its Services to you. Buyer Personal Information does not include information Square receives about your customers ("Buyers") for purposes of Square's digital receipt, customer directory and email marketing tools ("Square Buyer Features"), or for Square Go. It does include information that your Buyer has provided you through Square Appointments, Square Invoices, or to receive Loyalty-related or promotional text messages. For details about our privacy practices with respect to Square Buyer Features, please refer to our Buyer Features Privacy Notice.

b) We may receive Personal Information from Buyers for the purpose of performing Services on your behalf as described in these General Terms. We agree that we will process Buyer Personal Information collected, processed, stored or transmitted by, or accessible to us in the course of these General Terms, and other Applicable Terms of Service referenced above, only on your behalf, and for the purpose of providing you with the Services in these Terms and other applicable terms linked above based on the products you use. We acknowledge that we are prohibited from: (i) selling the Buyer Personal Information; (ii) retaining, using, or disclosing the Buyer Personal Information for any purpose other than providing to you the Services specified in these General Terms(s), and other applicable Terms of Service referenced above. As part of, and for purposes of, facilitating the Services, Square may (i) de-identify or aggregate the Buyer Personal Information; (ii) process the Buyer Personal Information for operational purposes, including, without limitation, verifying or maintaining the quality and safety of the Services; improving, updating or enhancing the Services either for you or for our customers generally; detecting and preventing fraud, and for protecting the security and integrity of our Services; and complying with our legal obligations; and (iii) if you participate in Square Go, process the Buyer Personal Information on the instructions of the Buyer. You acknowledge and agree that Buyer Personal Information that you disclose to Square is provided to Square for the parties' business purposes.

c) We reserve the right to delete Personal Information stored pursuant to these General Terms in the ordinary course of business, pursuant to our retention schedules.

29. Other Provisions

These General Terms, and any applicable Additional Terms or Policies, are a complete statement of the agreement between you and Square regarding the Services. In the event of

a conflict between these General Terms and any other Square agreement or Policy, these General Terms will prevail and control the subject matter of such conflict. If any provision of these General Terms or any Additional Term is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These General Terms do not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these General Terms will be deemed a further or continuing waiver of such term or any other term.

General

Privacy Notice

Square Generative AI Terms

Terms of Service

Government

Licenses

Additional Point of Sale Terms

Additional Square Financial Services Terms of Service

Consumer Health Privacy

HIPAA Business Associate Agreement

Payment Terms

Additional Savings Deposit Account Terms

Additional Payroll Terms of Service

Bill Pay Terms

E-sign Consent

Hardware Policies and Limited Warranty

Afterpay Merchant Terms of Service

Developer Terms of Service

Intellectual Property Policy

Commercial Entity Agreement

ACH Service Terms

Square Checking Terms of Service

Products

Commerce

Point of sale

Payments

Online

Invoices

Customers

Marketing

Loyalty

Customer Directory

Banking

Staff

Payroll

Advanced access

Buy Now, Pay Later

Hardware

Business software & solutions

Business Types

Food & Beverage

Quick Service

Full Service

Fast Casual

Bars & Breweries

Retail

Beauty Salon

Barbershop

Hair Salon

Nail Salon

Day Spa

Tattoo & Piercing

Med spa

Fitness

Professional Services

Home & Repair

Large Businesses

Franchises

Resources

Contact

Pricing

Why Square?

Testimonials

The Bottom Line

Sales

Support

Seller Community

Developer Platform

Merchant Services

Rent Hardware

Customer support: 1 (855) 700-6000

Sales: 1 (800) 470-1673

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United States (English)

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Block, Inc.

EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: June 21st, 2024

RE: Terms of use of the Service - GoPhoto

Please find attached the "Terms of Use of the Service" document pertaining to the GoPhoto equipment donated in 2023 by SMPDD, as well as the new equipment acquired this year. Acceptance of these terms is necessary for the Gulfport Harbor Lights Winter Festival to proceed with the operation of our own camera stations.

Thank you in advance for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

William Lehman
Special Events Manager
Office of the CAO

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PROCESSOR TERMS AND CONDITIONS WITH AYDEN IN CONNECTION WITH THE USE OF THE GOPHOTO EQUIMENT DONATED BY THE SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, AND FOR RELATED PURPOSES

WHEREAS, in 2023, the Southern Mississippi Planning and Development District donated certain "GoPhoto" photography equipment to the City of Gulfport for use at the Harbor Lights Winter Festival, as well as any other suitable municipal purpose; and

WHEREAS, the City desires to handle the photography processing this year rather than have a third party handle the same; and

WHEREAS, in order to accomplish the same, GoPhoto has advised that the City must agreed to the Terms and Conditions of Ayden, NV, its payment processor, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, it is believed to be in the best interest of the City to approve the same in order for the City to benefit fully from the GoPhoto equipment previously donated to it..

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Processor Terms and Conditions associated with Ayden, NV, be and the same are hereby approved in substantially the same form (as is found in **Exhibit "A"** to this resolution) and to the extent that it complies with Mississippi law, and the Mayor is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF THE COUNCIL **F. B. "RUSTY" WALKER, PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____
BILLY HEWES, MAYOR

Processor Terms & Conditions

Payment processing services (Global)

Definitions

In these Terms & Conditions, the following definitions shall apply:

3D Secure	The "Three-Domain Secure" protocol developed by Visa International Inc. ("Visa") branded as "Verified by Visa" and "Mastercard SecureCode" developed by Mastercard International Inc. ("Mastercard"), including successive versions thereof and any amendments thereto.
Acquirer / Acquiring Bank	A financial institution that is authorised by a Scheme Owner to enable the use of a Payment Methods by accepting Transactions from Merchants on behalf of the Scheme Owners, routing these to the Scheme Owners or Issuing Banks and collecting and settling the resulting funds to the Merchant.
Acquiring Services	Use of a Payment Method via Processor where Processor acts as the Acquirer or Processor contracts with the relevant third party Acquirer to enable the use by Merchant of such Payment Method.
Authorisation	The process whereby a shopper (or Merchant on shopper's behalf) requests permission for a Payment Method to be used for a particular purchase of Merchant's Service or Product.
Capture Period	The period in which an Authorised Transaction can be Captured. The Capture Period varies per Payment Method.
Capturing	The confirmation by the Merchant to the Acquirer that a Transaction for which it received an Authorisation is to be executed and the Account of the shopper is to be actually charged for the Transaction. "Capture" and "Captured" shall have the corresponding meanings.
Card	Any form of Credit Card or Debit Card, which may be used by a shopper to carry out a Transaction on such shopper's Card account.
Card Scheme	Visa, Mastercard or comparable parties providing Cards.
Card Verification Method / CVM Code	The 3- or 4-digit numeric code that is printed on a Card. This code is known as: for Visa: CVV2; for Mastercard: CVC2; for American Express: CID. Collectively referred to as CVM Code.
Cardholder	Any person who is issued a Card and possesses and uses a Card and, where required on the Card, whose signature appears on the Card as an authorised user.
Chargeback	A Transaction which is successfully charged back on request of the shopper or the Issuer pursuant to the relevant Scheme Rules resulting in a cancellation of a Transaction in respect of which a Merchant has been paid or was due to be paid. If a Chargeback occurs

	for a Transaction in respect of which Merchant already received Settlement of the related funds, this results in the unconditional obligation for the Merchant to immediately return the Settled funds to Processor, to enable Processor to return such funds to the Scheme Owner or Acquirer.
Deposit Level	The minimum level of Deposit(s) set for the Merchant from time to time pursuant to these Processor Terms and Conditions.
Deposit(s)	A sum of money withheld by Processor from funds to be Settled to the Merchant and/or separately deposited with Processor by the Merchant on Processor's request as security for Chargebacks, Fines and fees due to Processor.
Delivery Date	The date on which the complete Merchant Products and Services is delivered to the shopper who paid for the corresponding Transaction.
Fine	Any fine, uplifted service fee or other additional payment as imposed by the Scheme Owners and/or Acquirers to the Merchant and/or Processor, as a result of situations such as, but not limited to, breach of Scheme Rules by the Merchant or caused by the Merchant, excessive Fraud levels or excessive Chargeback levels.
Fraud Control Tool	The fraud control tool set made available by the Processor as part of the Services, which assigns a fraud score to Transactions indicating the likelihood of the Transaction being fraudulent and enables Platform (on behalf of the Merchant) to automatically reject Transaction based on threshold values set by Platform on behalf of the Merchant.
Issuer / Issuing Bank	An institution that issues Payment Methods to the shopper and whose name appears on the Card or bank account statement as the Issuer or who enters into a contractual relationship with the shopper with respect to the Payment Method.
Merchant	The party entering into a Merchant Agreement with Processor and for which Processor processes Transactions related to the Merchant Products and Services of the Merchant.
Merchant Agreement	These Terms and Conditions as agreed to in the application process as well as the terms of any other documents agreed or referred to in the application process (including Processor's Prohibited and Restricted Products and Services List (available on https://www.adyen.com/legal/list-restricted-prohibited) that comprise the agreement entered into between Processor and the Merchant for the provision of the Services to Merchant, including all Schedules and other documents appended thereto by reference.
Merchant Products and Services	A product/service which the Merchant is selling and for which Transactions are processed.
Order Currency	The Currency in which the Transaction is originally offered to the shopper.
Payment Currency	The Currency in which a Transaction is processed.
Payment Details	The information which makes up a Transaction message which needs to be submitted to the Payment Interface to enable the processing of the Transaction by Processor and to perform fraud checks, including details regarding the Card, the shopper, relevant authentication details and the payment amount.

Payment Interface	An electronic connection method provided by Processor to the Platform and/or the Merchant for providing the Payment Details for individual Transactions allowing Processor to provide its Services with respect thereto.
Payment Method	A method of enabling payments by shoppers to Merchants such as Cards, online and offline bank transfers and direct debits offered by the Scheme Owners.
Platform	The platform offering the Platform System through which the Merchant connects with shoppers.
Platform System	The e-commerce platform made available by Platform for use by Merchant.
Processor	Adyen N.V., a company registered in Amsterdam under number 34259528 and having its seat at Simon Carmiggeltstraat 6-50, 1011 DJ in Amsterdam, the Netherlands and/or any of its local affiliates (each separately and together referred to as "Adyen") where required for the provision of Services in accordance with local laws and Scheme Rules as further provided below. Processor does not require local affiliates in the United States or Europe. In those jurisdictions where Adyen requires a local Adyen entity to be included as an additional party to the relevant Merchant Agreement, Processor shall also mean the relevant local Adyen entity below, in each case together with Adyen N.V.: For Merchants whose legal entity is registered in Canada, Adyen Canada Ltd. ("Adyen CAN") a company registered under company number C1239120 whose registered office is at Suite 2600, Three Bentall Centre, 595 Burrard Street, P.O. BOX 49314 Vancouver BC, V7X 1L3, Canada. For Merchants whose legal entity is registered in Australia, Adyen Australia Pty Limited ("Adyen AUS") a company registered in Australia under company number ABN 55 162 682 411 whose registered office is at 1/255 Riley Street, Surry Hills, NSW 2010, Sydney, Australia. For Merchants whose legal entity is registered in New Zealand, Adyen New Zealand Limited ("Adyen NZ") a company registered in New Zealand under company number NZBN 9429042218128 whose registered office is at Simpson Grierson, 88 Shortland Street, Auckland, 1010, New Zealand. For Merchants whose legal entity is registered in Singapore, Adyen Singapore Pte Ltd. ("Adyen SG") a company registered in Singapore under company number 201210678M whose registered office is at 109 North Bridge Road #10-22, Funan, 179097 Singapore. When an Adyen local entity is additionally included as Processor, pursuant to the above, the local Adyen entity shall be responsible to fulfill all obligations locally under these Terms and Conditions unless Adyen N.V. is required by law to fulfill the obligation. Additional local terms are included at the end of these Terms and Conditions.
Refund	A (partial) reversal of a particular Transaction on the initiative or request of the Merchant, whereby the funds are reimbursed to the shopper.
Scheme Owner	The party offering and/or regulating the relevant Payment Method.
Scheme Rule	The collective set of bylaws, rules, regulations, operating regulations, procedures and/or waivers issued by the Scheme Owners as may be amended or supplemented over time

	and with which Merchant must comply when using the relevant Payment Method. Processor may via Platform as service make extracts and summaries of the Scheme Rules available to Merchant, but only the then current applicable Scheme Rules as issued by the relevant Scheme Owner are binding on Merchant.
Service(s)	The collective set of payment processing, fraud control, reconciliation, reporting, Settlement and other services as provided by Processor to the Merchant, via the Platform, to enable the Merchant to use Payment Methods to receive payment from its shoppers.
Settlement	The payment of amounts owed by Processor to the Merchant, owed with respect to settlements received by the Processor from Acquirers or Scheme Owners for Transactions validly processed for the Merchant, minus the amounts for Refund and Chargebacks, fees and the amounts needed to keep the Merchant Deposit on the then current Deposit Level. “Settle” and “Settled” shall have the corresponding meanings.
Software	The collective set of programs and data developed and/or operated by Processor as needed to provide the Service to its Merchants, including the Payment Interface.
Terms and Conditions	The current version of these terms and conditions of Processor.
Transaction	An Authorisation request of a shopper for a payment from the shopper to the Merchant submitted by Merchant to Processor.
Uncompleted Order Amount	The total amount of Authorised, Captured and/or Settled Transactions for the Merchant on any point in time, for which the Merchant Products and Services have not been delivered to the relevant shoppers at that time and/or for which the return rights or order cancellation rights of the shopper under the terms and conditions of the Merchant and/or applicable law have not yet lapsed.

1 Terms of use of the Service

1.1 Permitted Merchant Products and Services

Merchant wishes to obtain the Services of Processor via Platform with respect to payments for the Merchant Products and Services, as agreed between Processor and Platform. Merchant must ask prior written approval via Platform for any change or addition to the Merchant Products and Services prior to submitting payment requests therefor.

Merchant is and remains responsible to ensure the Merchant Products and Services sold are compliant with the applicable Scheme Rules and applicable laws in the countries it provides its products and services from and the countries its customers are based in. Merchant shall not use the Services for the payment of Merchant Products and Services which are stated in Processor’s Restricted Services and Products List as shared by Platform and as available on https://www.adyen.com/legal/list-restricted-prohibited. If Processor in its reasonable discretion determines that there is a significant risk that the Merchant Products and Services are not, or are no longer, compliant with applicable laws and/or are in violation of applicable Scheme Rules, Processor has the right to terminate its Services.

1.2 Settlement

Processor will use the settlement details provided by Merchant as part of the KYC and onboarding process for Settling received funds for processed Transactions to Merchant. Settlement is subject the Merchant's Deposit being at the applicable Deposit Level and the Settlement process is further described in clause 2.7.

Depending on the Merchant's industry category code, risk profile, Refund rates and Chargeback rates Processor will Settle amounts with a fixed pay-out schedule as agreed between Platform and Processor (for example a set number of business days after the Transaction date). The available funds before each Settlement may be used to instruct Processor to perform Refunds to Merchant's shoppers and will be used by Processor to pay for any Chargebacks or other liabilities. Processor and Platform (acting on behalf of Merchant) may agree to increase the number of days before Settlement to ensure sufficient funds are available for Refunds and Chargebacks.

Processor will not execute a Refund (meaning the relevant sum will not be returned by Processor to the relevant shopper, directly or via the relevant Acquirer / Scheme Owner) in case the funds for this cannot be subtracted from the next Settlement of Merchant's funds or are not funded otherwise. Refunds are not funded by Processor from its own means.

Processor reserves the right to extend the amount of days before Settlement up to 180 days if Transaction patterns of Merchant indicate that it faces elevated risk of Refunds, Chargebacks or Fines, or when Merchant ceases or is expected to cease payment processing through Processor.

By law, if Processor receives a third party legal attachment or other legally binding order that requires Processor to withhold Settlements, Processor will act accordingly.

1.3 Deposit

Processor reserves the right to apply a Deposit to Merchant's account. The Deposit is a sum of funds retained up to the applicable variable Deposit Level, as continuously determined, by Processor from funds to be Settled to Merchant to cover for potential Refunds, Chargebacks, Fines, paid but not yet fully delivered Merchant Products and Services and other potential financial obligations of Merchant towards Processor, Acquirers and Scheme Owners. The Deposit needs to be at the relevant Deposit Level in order for Merchant to receive Settlement. The Deposit will be calculated and withheld from Settlements in accordance with clauses 3.2 and 3.3 of these Terms and Conditions.

In accordance with clauses 3.2 and 3.3 below, Processor reserves the right to change Merchant's Deposit Level upon Processor's reasonable discretion in case Merchant's risk profile materially changes (for example due to substantial growth of Transaction volume, new types of Merchant Products and Services with increased (fulfilment) risk or increased Chargeback ratios on Merchant's account). Merchant will be notified if Processor changes the Deposit Level.

2 Description of the Service

2.1 Payment Processing

Merchant will be using the Services via the Platform System. Platform is representing Merchant towards Processor with respect to Merchant's use of the Services and Processor may assume that Platform is authorised and mandated by Merchant to use the Services, submit Transactions

on behalf of the Merchant and in accordance with the Merchants' permissions and instructions which Platform will obtain from the Merchants.

The Merchant is obliged to ensure all data that Processor requests to be provided for a Transaction, including those needed for fraud checks, are provided. If the Merchant fails to provide the requested data with each Transaction, Processor may be forced under the Scheme Rules to suspend Transaction processing and/or Transactions may be refused by the relevant Scheme Owners or Acquirers. Processor may revise the required data needed to process Transactions from time to time by informing Merchant via Platform as needed to be able to process such Transaction and conduct fraud checks under applicable Scheme Rules. Platform is required to (i) access Transaction level data to provide support to Merchant at the level of individual Transactions and (ii) technically manage user settings of the Merchant with respect to the Services on Merchant's behalf (e.g. 3D Secure, fraud control settings).

2.2 Merchant Registration and KYC Check

In order to enable Processor to comply with anti-terrorism, financial services and other applicable laws and regulations and KYC ('*Know Your Customer*') requirements imposed by the Scheme Owners and Acquirers, Merchant must when entering into the Merchant Agreement and thereafter on Processor's first request provide certain information about itself and its activities (the "Registration Information"). Merchant warrants unconditionally that all Registration Information it provides is correct and up to date.

Merchant will provide Processor with at least 3 business Ddys prior written notice via Platform of any change of the Registration Information. Merchant will on first request from Processor provide such additional information and supporting documentation as Processor may reasonably determine to need to ensure compliance with applicable laws and regulations and Scheme Owner and Acquirer KYC requirements. Merchant agrees that Processor may run further checks on Merchant's identity, creditworthiness (including consulting credit reference agencies) and background by contacting and consulting relevant registries, (third party) identification verification services, government authorities and Merchant relations. Processor will process Merchant's Registration Information in accordance with its Privacy Statement (available on www.adyen.com).

Processor's acceptance of Merchant as user of the Services and the relevant Payment Methods is strictly personal and limited to the use by Merchant of the Services for payment of Merchant's own products and services. Merchant may not use the Services to facilitate the payment for products or services sold by third parties and therefor may not resell the Services to third parties. Merchant shall only use the Services in the pursuit of its trade, business, craft or profession.

Support for each Payment Method is subject to acceptance by the relevant Scheme Owner or Acquirer used by the Scheme Owner, which such Acquirer or Scheme Owner may withhold or withdraw in its discretion at any time. Merchant hereby authorizes Processor to submit Registration Information received from Merchant to the relevant Scheme Owners and Acquirers to obtain permission for providing access to their Payment Methods for Merchant.

2.3 Payment Method Support

Supported Payment Methods as part of the Services may change from time to time. Processor will give at least 1 month notice (through the Platform) of any discontinued or changed support of any Payment Method, unless this is not reasonably possible given the cause for this decision. Processor will use its reasonable endeavours to offer an alternative for any discontinued Payment Method to the Merchant.

Merchant understands that Acquirers and/or Scheme Owners might cancel certain Payment Methods, change the characteristics thereof or change the acceptance criteria under which they make them available. As a consequence, Processor may be forced to block Merchant from further use of a Payment Method or impose additional restrictions or conditions on its continued use as a consequence of such decisions of the relevant Acquirer and/or Scheme Owner. Where possible Processor will use its reasonable efforts to give Merchant prior notice (through the Platform) of any such change or cancellation with respect to a Payment Method.

2.4 3D Secure

Processor will as part of the Services support 3D Secure authentication where supported by the relevant Scheme Owner and/or third party Acquirer.

2.5 Payment Currency

Processor will have the right to offer the shopper the option to use a different currency than the Order Currency, in which case the Merchant will still always receive Settlement of the Transaction amount in the Order Currency (except in case another currency is agreed or the Merchant does not make a bank account available for Settlement in the Order Currency).

2.6 Fraud Control

All Transactions processed as part of the Services will be screened by the Processor's Fraud Control Tool, which performs a number of checks on a Transaction and attaches a resulting total score to the Transaction, which represents the likelihood of the Transaction being fraudulent. The Fraud Control Tool does not guarantee the prevention of fraudulent Transactions, nor against resulting Chargebacks or Fines. Regardless of the resulting total score, Transactions may be fraudulent or non-fraudulent. Platform will technically manage the settings of the Fraud Control Tool on behalf of the Merchant. In addition, Processor reserves the right to cancel Transactions that it has reasonable grounds to suspect to be fraudulent or involving other criminal activities, even if the Fraud Control Tool failed to block the Transaction.

2.7 Additional Services

Processor uses network analysis and machine learning models for the purpose of determining whether Merchant is eligible for additional services and products offered by Processor.

In accordance with applicable laws, Processor may use automated decision-making, including profiling, when Processor enters into, or for the performance of, a contract with Merchant for the additional services described above. If such a decision would produce legal effects or otherwise similarly significantly affect Merchant, Merchant has the right to obtain human intervention, express its point of view, opt-out of the automated decision-making, or to contest the ultimate decision based solely on automated processing.

2.8 Settlements

Funds from the shopper charged for the validly processed Transactions of the Merchant (which are Acquired via Processor) are settled by the relevant Acquirer or the Scheme Owner to the account(s) held by the Processor. The funds Processor receives from payment service users or via another payment service provider and held in the payment processing account(s) by the Processor are safeguarded in accordance with the safeguarding requirements of The Dutch Central Bank (*De Nederlandsche Bank*). Subject to the Merchant Deposit being at the applicable

Deposit Level, Processor will subsequently settle received funds directly to Merchant - withholding from the received funds the fees agreed between Platform and Merchant – who is the creditor of the received funds and holds sole power of disposition over such funds. Settlements to the Merchant will be done by sales day in accordance with the Sales Day Payout Terms of Service on www.adyen.com/legal/sales-day-payout, provided that the payout delay will be determined in accordance with clause 1.2. Processor and Platform may also agree to switch to pass-through payout, where Processor Settles every individual Transaction if and when the settlement funds are received by Processor from the relevant Scheme Owner or Acquirer. The settlement is based on the binding Merchants' settlement instructions which are submitted by Platform on behalf of the Merchant via Platform System. Platform is under no circumstances entitled to make any individual instructions towards Processor regarding the settlement of the funds.

Processor is only obliged to provide Settlement of Transactions for which it has received settlement(s) by the Acquirer or the Scheme Owner. It is Merchant's responsibility to evaluate if the conditions imposed by the Payment Methods for settlement (as communicated from time to time by through the Platform) are acceptable to the Merchant. This is specifically relevant for certain Payment Methods that are not monitored and regulated by governmental financial services authorities, such as but not limited to non-Card Scheme related prepaid cards and SMS and IVR payments. Merchant understands and agrees that Processor will not compensate Merchant for late or non-performance, insolvency or bankruptcy of the Acquirer or Scheme Owner due to which Merchant receives late Settlement or no Settlement at all for processed Transactions.

Processor reserves the right to withhold Settlement of Transactions if they are Captured, but suspected to be fraudulent, related to illegal activities, are otherwise anomalous, or likely to become subject to a Chargeback by Processor and/or the relevant Acquirer and/or Scheme Owner, until satisfactory completion of Processor's investigation, that of the relevant Acquirer or Scheme Owner or that of a third party nominated by any of these parties. Merchant will give its full co-operation to any such investigation.

No interest will be due over amounts held by Processor prior to Settlement of such funds to the Merchant, except in case Settlement is delayed for more than 30 days due to the intent or gross negligence of Processor. In such case interest will be due by Processor over the late Settled amount at the rate of the 3 month EURIBOR rate +2%.

2.9 Required Data

Merchant shall from time to time on the first request of Processor (via Platform) provide all required information regarding the then current actual or expected Delivery Dates for processed Transactions and estimates for the average time between Transaction Authorisation and the related Delivery Date. Further, Merchant shall provide Processor on its first request (via Platform) with all requested information on Merchant's then current ability to provide the Merchant Products and Services it sells by means of the Services, its financial status, solvability and liquidity.

This information may be used by Processor to estimate the likely Uncompleted Order Amount as used to determine the Deposit Level as per Article 3.

2.10 Merchant Obligations and Restrictions

Merchant may only use the Services for payment of those Merchant Products and Services which Merchant agreed with Platform to be offered through the Platform System. The Merchant

shall not use the Services for the payment of Merchant Products and Merchant Services (i) where it is illegal to offer or provide these to or from the relevant country and/or (ii) which are stated in Processor's Prohibited and Restricted Products and Services List (available on https://www.adyen.com/legal/list-restricted-prohibited). This list may be updated in Processor's discretion where needed to ensure legal compliance, compliance to Scheme Rules, prevent high levels of Chargebacks and/or to reduce exposure to potentially fraudulent or illegal transactions. Merchant will be informed of such updates by Platform. Where a published change affects a significant portion of the Merchant's Product or Services, Merchant may terminate the Merchant Agreement by giving written notice to Processor (via Platform). Processors´ acceptance of Merchant as customer should not be interpreted as an advice or opinion of Processor as to the legality of Merchant's Products and Services and/or of Merchant's intended use of the Services therefore.

The Services of Processor should not be used (and Transactions may not be submitted for processing) for prepaying Merchant Products and Services for which the Delivery Date is in part or in whole more than 12 months after the date the Transaction is submitted for processing. This can make Transactions more likely to be subject to Chargebacks.

2.11 WARNING – Fines Scheme Owners

For violations of certain key requirements under the Scheme Rules by Merchants, some Scheme Owners (and in particular the Card Schemes) can levy significant Fines. The Scheme Owners do this to protect the shoppers, Merchants and providers of the Payment Methods collectively against misuse, fraud, illegal activities, breach of applicable laws, reputational damage and excessive costs. Key examples of Scheme Rules which are subject to such Fines: (i) using the Payment Method for other Merchant Products and Services than for which the Merchant received express authorisation to use it for; (ii) using the Payment Method for Merchant Products and Services which are violating applicable laws; (iii) using the Payment Method for selling Merchant Products and Services for which the Scheme Owner explicitly prohibited its use (e.g. adult content, drugs, arms, gambling); (iv) using the Payment Method for the benefit of a third party / reselling the use of the Payment Method to a third party (the authorisation for Merchant to use a Payment Method is strictly personal); (v) percentage of Transactions of a Merchant which is subject to a Chargeback is above the applicable acceptable level (vi) breaches of security and confidentiality obligations with respect to Payment Details (see clauses 4.1 and 4.3 for more information on this); (vii) fraudulent, misleading activities of which shoppers are the victim.

Merchant is strongly advised to regularly review the then current Scheme Rules (made available via the Platform) and relevant changes to applicable laws as applicable to its Merchant Products and Services and business practices to ensure compliance to applicable Scheme Rules. Where Merchant finds the Scheme Rules (including Fine possibility) to be unacceptable, Merchant is free at any point in time to stop using the relevant Payment Method (the Scheme Rules and these terms remain applicable to previously processed Transactions for Merchant).

Where Processor becomes aware of and/or receives any notice of a potential exposure to a Fine related to any Merchant behaviour, Merchant will on first request provide (via Platform) all reasonable co-operation to help investigate the relevant circumstances and remedy the relevant violation, notwithstanding all other rights and remedies of Processor in such situation as per these Terms and Conditions. Where possible, Processor will share relevant feedback received from Merchant (via Platform) with the Acquirer/Scheme Owner handling the potential Fine so it can be taken into consideration by the Acquirer / Scheme Owner.

2.12 Taxes

Merchant agrees to defend, hold harmless and indemnify Processor from and against any taxes, including penalties, interests, surcharges due on any product or service of Merchant or Platform (including but not limited to any Transactions, Merchant Products and Services) and costs or damages related to such taxes. If withholding of any type of taxes or levies is, or was, legally due on any product or service of Platform or the Merchant, Adyen will be entitled to withhold such taxes at the expense of the Merchant. Merchant shall (i) apply all reasonable efforts to ensure that Processor cannot be held liable for any taxes and costs or damages related to such taxes, (ii) shall promptly inform Processor of any such liability and (iii) shall provide Processor with all relevant information and documentation in that respect. Furthermore, Merchant and Platform shall be jointly and severally liable towards Processor for any such taxes and costs or damages related to such taxes.

3 Set-Off and Deposit

3.1 Set-Off

Without prejudice to any right to set-off which Processor may be entitled to as a matter of law, Processor may set-off any amounts due to the Merchant against any amounts owed or other liabilities of the Merchant, now or at any time hereafter due, owing or incurred by the Merchant to Processor under, in connection to, or pursuant to the Terms and Conditions and/or the Merchant Agreement.

3.2 Deposit Level Calculation

Processor may set a Deposit Level to be applied by Processor to account for and cover for the potential indebtedness of Merchant for fees, Fines and Chargebacks payable by Merchant, based on Processor's reasonably assessed then current estimate of the Uncompleted Order Amount, potential Fine exposure and other potential liabilities. Processor has the right to adjust the Deposit Level in its discretion from time-to-time to bring it in line with its then current estimates. Upon Merchant's first request Processor will inform Merchant via Platform of the information, estimations and assumptions and calculations used by Processor to establish the then current Deposit Level. In case Processor does not apply a Deposit at a particular time and where it could do so under this clause, this does not constitute a waiver the right of Processor to apply a Deposit at a later date.

3.3 Deposit reservation

Processor shall establish and keep the Deposit at the Deposit Level by deducting funds from or adding funds to each Settlement. If at any point in time the Deposit drops below the then current Deposit level, Processor may require Merchant to immediately transfer such funds to the account of Processor as is necessary to bring the Deposit in line with the then current Deposit Level. After termination of the Merchant Agreement or after processing of Transactions is stopped, the Deposit shall be released by the Processor in monthly steps to the Merchant to account for the decrease in Uncompleted Order Amount, fraud exposure and/or Fine exposure until the full Deposit is released to the Merchant or where applicable, in part or in whole applied by Processor to pay for Chargebacks, cover Fines or fraud claims or pay for unpaid fees due by Merchant. The Deposit will as standard be fully released to the Merchant 6 months after

processing of Transactions for Merchant has stopped unless specifically identified potential liabilities still exist at that point in time.

4 Integration

4.1 Integration via Platform

Merchant will integrate with the systems of Platform to connect to the Payment Interface of Processor. Processor is not responsible for such integration but will ensure the Payment Interface is available for use by Platform for such purpose and will where needed provide third line support for such integration via Platform.

4.2 Changes to Software

Processor reserves the right to change or amend the Software and the interface to it at any time, to provide the Merchant with a new version thereof, and/or to change the functionalities and characteristics of the Software. No changes will be implemented by Processor which materially reduce functionality of the Services which was explicitly committed to be provided under the Merchant Agreement, except where this is made necessary by: (i) the need to follow generally accepted changes in industry standards, (ii) changes in applicable laws or Scheme Rules, (iii) need for increased security due to security risks identified by Processor or (iv) other reasonable grounds which warrant the reduction of functionality. If Merchant is significantly impacted by a material reduction of functionality due to a change in the Software, it may terminate the Merchant Agreement by giving written notice to Processor within 1 month after Processor announced the change.

4.3 Security of Payment Details

Merchant guarantees not to copy, capture or intercept Payment Details such as credit card numbers, CVM Codes, 'PIN' codes that are provided by the shopper for payments to be processed via the Services. This rule is imposed by the Scheme Owners to protect shoppers against misuse of their Payment Details (like credit card numbers) and is strictly enforced by the Scheme Owners, and a violation of this rule can lead to the application of high Fines by the Schemes Owners. If Processor has reason to believe that Merchant is copying, capturing or intercepting Payment Details, Processor has the right to suspend processing of Transactions and Settlement. Merchant shall fully indemnify and hold Processor harmless from any losses, claims (including applied Fines by the Scheme Owners), costs or damage Processor incurs as a result of Merchant's breach of this obligation.

5 Merchant Communications

All first line communications with the Merchant regarding the use of the Services will run through Platform. Via the same communication channel, Processor will also inform Merchants of relevant changes in applicable Scheme Rules, financial laws and regulations.

6 Service Level Agreement

6.1 Uptime Commitment Payment Interface

The Payment Interface is the part of the Processor's payment platform which handles the processing of Transactions on the moment the shopper initiates a payment to Merchant. Platform will connect Merchant to Payment Interface and Merchant will submit Transactions via this Payment Interface. Processor commits to use all commercially reasonable efforts and to setup its systems in a manner to enable an average minimum uptime of 99.9% (measured on a monthly basis) of the Payment Interface, to receive Transaction requests, excluding from uptime calculation downtime of the Payment Interface caused by acts or omissions of Merchant, Acquirers, Platform or Scheme Owners, changes implemented on specific Merchant request, general internet failures, failures of individual Payment Methods or force majeure. Merchant is obliged to immediately notify Processor via Platform of any downtime of the Payment Interface which it experiences and to provide all reasonably requested co-operation in investigating and resolving any such downtime.

Processor uses all reasonable efforts to avoid having to take the Payment Interface offline for executing planned maintenance. Should under exceptional circumstances such maintenance nevertheless proves necessary, Processor will provide as much notice as practically possible and plan such maintenance in a manner and on a date and time to minimize the potential number of affected potential Transactions for all its Merchants. Should under emergency situations (e.g. in case of force majeure event or terrorist attack) unplanned maintenance be necessary to the Payment Interface necessitating it to be taken offline, Processor will use all available resources to keep the required downtime to the absolute minimum.

6.2 Security and Compliance

Processor shall take reasonable measures to provide a secure payment system and shall keep its systems used to provide the Services certified in accordance with the PCI-DSS security standards.

7 Chargebacks and Refunds

7.1 Chargebacks

Merchant shall take all reasonable steps to ensure that the Merchant Products and Services are actually delivered in accordance with applicable laws and orders placed by the shopper, to avoid any Chargebacks. In case Processor has reasons to suspect that Merchant is not delivering its Merchant Products and Services on or prior to the Delivery Dates used to calculate the Uncompleted Order Amount and/or if Processor has reason to suspect that the Merchant Products and Services for which Processor processes Transactions are based on fraud, likely to cause high Chargeback volumes and/or illegal, Processor has the right to suspend Settlement of all related Transactions and/or block Authorisations therefor until Processor has been given assurances to its satisfaction that the relevant Merchant Products and Services are actually delivered in accordance with applicable laws and orders placed by the shopper.

7.2 Refunds

Refunds will be charged as a Transaction by Processor and a Refund fee can be applied by Processor as agreed between Processor and Platform, if manual intervention is needed or additional costs are incurred by Processor to process such Refund. Processor will not execute a Refund (meaning the relevant sum will not be returned by Processor to the relevant shopper, directly or via the relevant Acquirer / Scheme Owner) in case the funds for this cannot be subtracted from the next Settlement or are not funded otherwise. Refunds are not funded by Processor from its own means.

8 Property Rights, Name and Logo

8.1 Property Rights

The property rights in the Software and other materials and all other intellectual property rights related to the Services are owned by Processor and its licensors. The Merchant Agreement does not transfer any intellectual property rights with respect thereto and only provides Merchant a limited, non-exclusive and non-transferable license to use the Software and all other materials made available by Processor solely for the purpose of using the Services in accordance with these terms and the applicable usage instructions communicated to Merchant via the Processor website from time to time.

8.2 Use of Name and Logo

The Merchant may on its website in the section “frequently asked questions”, or in a similar informational section on its website, refer to Adyen as its payment service provider, explaining that this is the reason why the name Adyen may appear on bank statements of the customer. Merchant may also include an internet link to the website of Adyen in such context. Merchant may not mention Adyen on the home page of its website in any situation. Merchant must in each case also clearly state that customers of Merchant should not contact Adyen for support or questions regarding payments processed by Adyen for Merchant. Merchant may not use the logo of Adyen anywhere on its website without the prior express written approval of Adyen, which Adyen may refuse or withdraw in its discretion.

9 Confidentiality, Privacy and Compliance

9.1 Confidentiality

All information relating to the Merchant or to Processor and designated as being confidential, and all information not expressly designated as confidential but which should reasonably be deemed confidential by reason of its nature or content is considered “Confidential Information”. Each party remains the owner of all data made available to the other party. Each party undertakes to take all necessary steps to protect the confidential nature of all Confidential Information of the other party, agreeing, in particular:

- to share Confidential Information solely with personnel and representatives of the parties (including Platform) which have a need to have access to such information in order to exercise rights and obligations under the Merchant Agreement; and

- to refrain from making any Confidential Information available to any third party without the prior written consent of the other party except for Processor where necessary to perform the Services.

The obligation to maintain confidentiality does not apply to information:

- available to the general public;
- disclosed to one of the parties by a third party without any obligation of confidentiality;
- already in the possession of or known to one of the parties at the time of disclosure;
- developed independently of the Confidential Information by the other party; or
- if and to the extent to one of the parties and/or their employees are obliged under an act or by decision of a court or administrative authority to disclose such information.

The obligation of confidentiality as described in this clause shall remain in effect also following the termination of the Merchant Agreement, regardless of the grounds for termination.

The following data is to be considered confidential, without need for special mention:

- all financial data;
- the any agreed Merchant specific terms and conditions in the Merchant Agreement, if applicable; and
- all user manuals, guides and any Software relating to Processor's products and services.

The recipient of the Confidential Information may only use the Confidential Information for the purposes of performing activities related to the Merchant Agreement. Processor, Platform and Merchant may use de-identified and/or aggregate transaction-related data for various purposes, including but not limited to analysing, tracking, and comparing transaction and other data to develop and provide insights for Platform, Merchant and/or others as well as for developing, marketing, maintaining and/or improving such party's products and services.

9.2 Privacy

Where Processor acts under the instructions of the Merchant and/or Platform, Processor processes personal data while performing the Services as data processor or sub-processor under the direction and responsibility of the Merchant and/or Platform in accordance with applicable data protection laws, including the EU General Data Protection Regulation 2016/679, and any successor thereof

Processor acts as a data controller where Processor sets its own purpose and means of processing, such as the Acquiring Services and processing personal data for KYC purposes, in accordance with the Adyen Privacy Statement (available on www.adyen.com), as amended from time to time.

Merchant will comply with the personal data protection laws of the Merchant's country of origin and of those countries in which the Merchant offers its goods and/or services from time to time, in particular when processing and sending personal data to Processor in the context of using the Services and submitting transactions. Both Processor and Merchant shall implement appropriate measures to protect personal data against misuse. Processor shall use personal data processed by Processor for Merchant under the Merchant Agreement for the purpose of providing the Services, including any additional ancillary services, and complying with applicable laws and Scheme Rules.

Processor may use de-identified and/or aggregate transaction-related data for various purposes, including but not limited to analysing, tracking, and comparing transaction and other data to develop and provide insights, for fraud prevention, risk assessment, payment performance, as well as for developing, marketing, maintaining and/or improving Processor's products and services.

9.3 Use of Services

In accordance with Dutch laws on hacking and computer crime, the Merchant shall only use the Services for the purposes as agreed herein and shall specifically not perform or allow to be performed any actions detrimental to the security or performance of the Services without Processor's prior written consent.

10 Duration and Cancellation

10.1 Duration

Except where explicitly agreed otherwise in the Merchant Agreement, the Merchant Agreement shall be entered into for an indefinite period until it is terminated by either party by giving at least 2 months' written notice to the other party. Such notices may be given via Platform by either party.

10.2 Termination

Merchant has the right to terminate the Merchant Agreement immediately if:

- The Service availability in any given calendar month is less than 95%; and/or
- The SLA commitments in clause 6 are not met during 3 consecutive months.

Processor has the right to terminate the Merchant Agreement and/or stop processing or Settlement of Transactions for Merchant immediately in part or in whole if:

- The provision of Merchant's Services/Products for which Processor provides the Service is reasonable suspected by Processor to be in breach with legislation in the country where the Merchant Services/Products are offered from or to.
- Merchant has materially changed the type of Merchant Services/Products without obtaining Processor's prior written permission to use the Services for the new or changed types of Merchant Services/Products;
- Merchant materially breaches any of the terms of the Merchant Agreement, the Scheme Rules and/or applicable laws in the context of using the Services.
- An Acquirer or Scheme Owner demands Processor to stop or suspend providing Services to Merchant with respect to Payment Methods made available by such Acquirer or Scheme Owner to Processor.
- Processor finds there are clear indications that Merchant is or is likely to become insolvent and/or unable to provide a material part of the Merchant Products and Services. or
- The agreement the Merchant has entered into with Platform for the use of the services of Platform has been terminated or has otherwise expired and/or an event permitting a termination by Platform under any such agreement occurs.

11 Liability

11.1 No Liability for Third Parties

Processor shall only be liable for its own acts or omissions and not for acts or omissions of third parties. This exclusion expressly applies to acts or omissions of Scheme Owners and Acquirers or for events or activities originating outside the systems of Processor (such as internet disturbances or malfunctions in third party systems), except in case such events were caused by the intent or gross negligence of Processor.

11.2 Limitation of Liability

The total liability of Processor under the Merchant Agreement towards Merchant for breach of contract, tort or under any other legal theory in any calendar year is limited to an amount equal to 10,000 euro. Processor shall not be liable for any special, indirect, or consequential damages (including any loss of profit, business, contracts, revenues or anticipated savings, or damage to good name) as a result of breach of contract, tort or under any other legal theory.

Neither Processor, Merchant nor any other party to the Merchant Agreement excludes or limits its liability under the Merchant Agreement for intent, gross negligence, death, fraud or personal injury.

12 Indemnification

If any claims for damages, costs and expenses are asserted against Merchant by third parties asserting that these third parties are the owner of any rights regarding the Software and/or systems of Processor, Processor shall indemnify Merchant without delay from these third-party claims, including Merchants reasonable costs of its legal defence, and offer Merchant the necessary assistance in its legal defence.

Merchant shall indemnify and hold Processor harmless from any claim (including legal fees) brought against Processor by any third party (expressly including Scheme Owners and Acquirers and their claims for payments of Fines) as a result of Merchant's breach of the terms of the Merchant Agreement, applicable laws and/or the Scheme Rules applying to the Payment Methods used by Merchant.

13 General Provisions

13.1 Transfer

Processor shall be entitled, at any time, to assign, novate or otherwise transfer the Merchant Agreement to another company in the Processor Group, i.e., a company with at least 50% the same shareholders, without the prior consent of the Merchant by providing written notice to Merchant of such transfer.

13.2 Null Provisions

In the event that any provision in the Merchant Agreement (including these Terms and Conditions) is declared null and void or inapplicable, said provision shall be deemed non-

existent, and all other provisions of the Merchant Agreement (including these Terms and Conditions) shall remain applicable. The parties undertake to take all steps to eliminate the provision declared null and void and/or inapplicable and to replace the same with a provision approaching, insofar as possible, the economic objective of the provision declared null and/or inapplicable.

13.3 Entire Agreement

The Merchant Agreement, including any amendments thereto, contains all the commitments between the parties and replaces all other prior contractual commitments between the parties. No representation, warranty or undertaking given by any of the parties to any of the other parties under the Merchant Agreement shall be of any force or effect unless expressly reduced to writing and repeated in the Merchant Agreement, and all implied or prior representations, warranties and undertakings are, save to the extent expressly set out in the Merchant Agreement, expressly excluded to the fullest extent permitted by law.

13.4 Changes to the Terms and Conditions

Processor may revise these Terms and Conditions from time to time by giving at least 30 days written notice to the Merchant via Platform. If the change has a material adverse impact on Merchant and Merchant does not agree to the change, Merchant may terminate the Merchant Agreement by giving at least one month written notice to Processor (such termination notice to be sent at the latest 60 days after Merchant received notice of the change). Merchant is not entitled to object to and shall not have the rights set out in this clause for any change which Processor implements in order to comply with applicable law, regulations or requirements imposed by the relevant Acquirers and/or Scheme Owners or financial regulators. For such imposed changes shorter notice periods may be applied by Processor as is need to comply with the relevant requirement.

13.5 Online Contracting – written confirmation

In case Merchant has concluded the Merchant Agreement with Processor via Platform's website or via any other online means, Processor may at any time request that Merchant re-confirms its acceptance of the terms of the Merchant Agreement (including these Terms and Conditions) by means of a written document signed by an authorised representative of the Merchant. If Merchant does not comply with such request within 5 working days after receiving a request by Processor to do so (which request may be issued to Merchant via the contact email address submitted by Merchant when concluding the Merchant Agreement), Processor reserves the right to suspend part or all of the Services until Merchant has complied with such request.

13.6 Translations

The terms of the Merchant Agreement, including these Terms and Conditions are made available to you in English. Any other terms or disclosures made available to you regarding this Merchant Agreement in any non-English language do not form part of our agreement and are for informational purposes only.

14 Settlement of disputes

14.1 Dispute Handling

The parties undertake to take all steps to reach an amicable agreement to any dispute arising in relation to the validity, interpretation or fulfilment of the Merchant Agreement. This Article 14.1 is without prejudice to a party's right to seek interim relief against any other party (such as an injunction) through the competent courts to protect its rights and interests, or to enforce the obligations of any of the other parties.

14.2 Applicable Law and Jurisdiction

The Merchant Agreement and these Terms and Conditions are solely governed by Dutch law, excluding the Convention on Contracts for the International Sale of Goods. In the absence of an amicable agreement, any dispute relating to the validity, interpretation or fulfilment of the Merchant Agreement shall be submitted to the exclusive jurisdiction of the competent courts of Amsterdam the Netherlands.

15 Europe specific terms

15.1 Applicability of Payment Services Directive

Title 7B of Book 7 of the Dutch Civil Code (*Burgerlijk Wetboek*) and other laws and regulations implementing Directive (EU) 2015/2366 (“PSD2”) or its predecessor, Directive 2007/64/EC ("PSD"), are not applicable to the extent it is permitted to deviate from relevant provisions in relationships with non-consumers, in accordance with Article 38 and 61 PSD2 (or Article 30 and 41 PSD).

Where Processor provides payment services for the Merchant within the European Economic Area ("EEA") and where the shopper's payment service provider is located in the EEA, the parties hereby agree and confirm in accordance with article 62(2) of PSD2 that the Merchant shall pay the charges levied by Processor and the shopper shall pay the charges levied by his payment service provider (i.e. the ‘SHA’ (shared) principle).

16 Canada specific terms

16.1 Canadian regulatory disclosures

The mandatory Canadian regulatory disclosures under this agreement are available at https://www.adyen.com/platform/licenses/canada-information-summary-box.

16.2 English Language

It is the express will of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volunté expresse des parties que cette convention et tousles documents s’y rattachant, y conpris les avis et les autre communications, soient rédigés et signés en anglais seulement.

17 Australia specific terms

17.1 Australian disclosures

Merchant is advised to read and consider the Combined Financial Services Guide and Product Disclosure Statement before acquiring or using the Service. The safeguarding requirements of The Dutch Central Bank (*De Nederlandsche Bank*) referred to in clause 2.8 above shall not apply to Transactions processed in Australia.

17.2 Surcharging on Payment Methods in Australia

Merchant in Australia will not impose a surcharge or any other fee on the relevant Payment Methods that exceeds the amount the Merchant pays for that Payment Method as a percentage of the total price.

18 Singapore specific terms

18.1 Singapore Safeguarding

Services that are regulated under the Singapore Payment Services Act 2019 shall be provided by Adyen SG only. Funds which Adyen SG has received as settlement for processed payment transactions for Merchant from the relevant third party Acquirers or Scheme Owners in respect of the Service(s) that are not Settled to Merchant or any other party by the end of the same business day ("Relevant Funds"), will be deposited in bank accounts maintained with a licensed bank in Singapore held in the name of Adyen SG on trust for and on behalf of Merchant. Relevant Funds held in such trust accounts are segregated from Adyen SG's own funds and will be commingled with similar funds belonging to other merchants and held on an omnibus basis. The risks of such commingling include a shortfall attributable to such trust account (if any) being shared rateably among the merchants. Nevertheless, Adyen SG will in each case remain responsible to settle the Relevant Funds to the Merchant in accordance with the Merchant Agreement. If the licensed bank were to become insolvent, in accordance with Singapore banking laws, Merchant would rank as general unsecured creditors for any amounts owing to them. For the avoidance of doubt, the safeguarding requirements of The Dutch Central Bank (*De Nederlandsche Bank*) referred to in clause 2.8 above shall not apply to Transactions processed in Singapore.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT BETWEEN THE GULFPORT SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES (SCHOOL RESOURCE OFFICERS), AND FOR RELATED PURPOSES

WHEREAS, the Gulfport School District has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Gulfport School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Gulfport School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the Agreement between the Gulfport School District and the City of Gulfport, Mississippi, (hereinafter, "Agreement") attached hereto as Exhibit "A" provides that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide seven (7) police officers and one (1) sergeant to the Gulfport School District, upon payment of certain fees from the Harrison School District to the City of Gulfport; and

WHEREAS, the Agreement is believed to be in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Agreement attached hereto as Exhibit "A" be and the same is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That the execution, delivery and performance under the Agreement are in the best interest of the City.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____
MAYOR

COUNTY OF HARRISON
STATE OF MISSISSIPPI

AGREEMENT BETWEEN THE GULFPORT SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES

WHEREAS, the Gulfport School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Gulfport School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Gulfport School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the purpose of this Agreement is to provide that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to eight (8) police officers, which shall include one (1) Supervisor (Sergeant), to the Gulfport School District, upon payment of certain fees from the Gulfport School District to the City of Gulfport under the terms and conditions set forth in this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other as set forth herein, the Gulfport School District (GSD) and the City of Gulfport, Mississippi (City) (collectively, the Parties), (hereby acting by and through their respective Governing Authorities, agree as follows:

Section 1: Authority. The Parties agree that this Agreement is entered into pursuant to authority found at Miss. Code Ann. Section 21-19-49(2), as amended.

Section 2. Administration. This Agreement will be administered in accordance with the terms and conditions set forth herein by the Gulfport School District, under the direction of its Superintendent,

and the City of Gulfport by and through its Police Department, under the Direction of its Mayor and Police Chief, all as more detailed in this Agreement.

Section 3. Law Enforcement Services. The City, by and through its police Department, shall provide up to eight (8) uniformed police officers, which shall include one (1) Supervisor (Sergeant), all certified as law enforcement officers by the Board on Law Enforcement Officers Standards and Training, who shall serve as School Resource Officers and said officers' uniforms shall bear the customary marking indicating that they are officers of the Gulfport Police Department. The Parties understand that the City will endeavor to provide the full number of officers provided for herein; however, the Parties also recognize that, from time to time, there may be instances where the City is not able to do so. The Services to be provided by the City, by and through its Police Department, to GSD under this Agreement shall include, but are not limited to, the following:

A. Promote positive relationships with students.

B. Perform duties of a law enforcement officer to address criminal misconduct on school property and events (i.e., shall be made aware of and handle all on-campus criminal activity).

C. Assist with patrolling school grounds to help in preventing illegal entry onto school grounds.

D. Work closely with school principal in the coordination of safety programs.

E. The School Resource Officer (SRO) shall not utilize their police authority to serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Section 4. Cost of Law Enforcement Services. The GSD shall pay to the City for the law enforcement services to be rendered under this Agreement an amount not to exceed $686,092.89 annually, as more fully set forth in Exhibit "A". Two officers will be assigned to the high school, one officer will be assigned to each middle school and the remaining officers will provide response to the learning center and

elementary schools. In addition, the GSD also agrees to pay for any overtime generated by sporting events or as requested by the Superintendent's or Principal's office. The Gulfport Police Department shall asses each school event to determine the amount of law enforcement officers to be present. The GSD understands and agrees that should a Gulfport police officer/supervisor assigned as a School Resource Officer (SRO) be promoted and/or receive any pay increase during the term of this Agreement, that such increase in pay shall be the responsibility of the GSD over and above the amount set forth above. The GSD further understands and agrees that should a police officer/supervisor assigned as an SRO be replaced by another qualified police officer/supervisor that holds a higher rank during the term of this Agreement, that such increase in pay shall be the responsibility of the GSD over and above the amount set forth above. Payments shall be made by the GSD to the City of Gulfport based on services rendered.

Section 5. Term of Agreement. This Agreement shall commence on October 1, 2024, and shall remain in full force for a period of one (1) year with an option of annual renewals upon the mutual agreement of both parties in writing, so long as the option is exercised by both parties prior to the termination of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 6. Amendment of this Agreement. This Agreement may be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signature by and on behalf of the Gulfport School District and the City of Gulfport, Mississippi.

THIS THE _____ DAY OF _____, 2024.

CITY OF GULFPORT, MISSISSIPPI

_____

BILLY HEWES, MAYOR

ATTEST:

_____
Rashida Bell, CITY CLERK

****

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2024, BILLY HEWES and RASHIDA BELL, who acknowledged before me that they are the duly elected Mayor and duly appointed City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

_____
NOTARY PUBLIC

My Commission Expires:

_____

WITNESS OUR SIGNATURES as duly authorized for and on behalf of the Gulfport School District on the date indicated below.

THIS THE _____ DAY OF _____, 2024.

GULFPORT SCHOOL DISTRICT

_____
_____, PRESIDENT
GULFPORT SCHOOL BOARD

ATTEST:

_____
BOARD SECRETARY

****

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2024, _____and _____, who acknowledged before me that they are the duly serving President and Secretary of the Gulfport School Board, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Gulfport School Board, having been first duly authorized so to act by Resolution of the Gulfport School Board.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Gulfport Police Department				
City of Gulfport Schools				
October 1, 2024 - September 30, 2025				
LINE ITEMS	**7 OFFICERS**	**SGT. PAY**	**EXTRA EXPENSES**	**TOTAL EXPENSE FOR EVERYTHING**
26 pay periods				
Wages and Salary	410,550.00	65,550.00		$ 476,100.00
Life Insurance	$ 1,070.16	$ 152.88		$ 1,223.04
Health Insurance	$ 63,224.70	$ 10,094.70		$ 73,319.40
Workers comp	$ 13,958.70	$ 2,228.70		$ 16,187.40
FICA Taxes (7.65%)	$ 31,407.08	$ 5,014.58		$ 36,421.65
State Retirement (17.4%)	$ 71,435.70	$ 11,405.70		$ 82,841.40
				$ -
	591,646.34	**94,446.56**		
		TOTAL AMOUNT		686,092.89
WHAT THE SCHOOL WILL PAY 100%				**686,092.89**

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT BETWEEN THE HARRISON COUNTY SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES (SCHOOL RESOURCE OFFICERS), AND FOR RELATED PURPOSES

WHEREAS, the Harrison County School District has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Harrison County School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Harrison County School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the Agreement between the Gulfport School District and the City of Gulfport, Mississippi, (hereinafter, "Agreement") attached hereto as Exhibit "A" provides that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide four (4) police officers and one (1) sergeant to the Harrison County School District, upon payment of certain fees from the Harrison School District to the City of Gulfport; and

WHEREAS, the Agreement is believed to be in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Agreement attached hereto as Exhibit "A" be and the same is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That the execution, delivery and performance under the Agreement are in the best interest of the City.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____
MAYOR

COUNTY OF HARRISON
STATE OF MISSISSIPPI

AGREEMENT BETWEEN THE HARRISON COUNTY SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES

WHEREAS, the Harrison County School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Harrison County School District schools located within the city limits of the City of Gulfport, Mississippi; and

WHEREAS, the Harrison County School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the purpose of this Agreement is to provide that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to five (5) police officers, which shall include one (1) Supervisor (Sergeant), to the Harrison County School District, upon payment of certain fees from the Harrison County School District to the City of Gulfport under the terms and conditions set forth in this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other as set forth herein, the Harrison County School District (HCSD) and the City of Gulfport, Mississippi (City) (collectively, the Parties), (hereby acting by and through their respective Governing Authorities, agree as follows:

Section 1: Authority. The Parties agree that this Agreement is entered into pursuant to authority found at Miss. Code Ann. Section 21-19-49(2), as amended.

Section 2. Administration. This Agreement will be administered in accordance with the terms and conditions set forth herein by the Harrison County School District, under the direction of its Superintendent, and the City of Gulfport by and through its Police Department, under the Direction of its Mayor and Police Chief, all as more detailed in this Agreement.

Section 3. Law Enforcement Services. The City, by and through its Police Department, shall provide up to five (5) uniformed police officers, which shall include one (1) Supervisor (Sergeant), all certified as law enforcement officers by the Board on Law Enforcement Officers Standards and Training, who shall serve as School Resource Officers and said officers' uniforms shall bear the customary marking indicating that they are officers of the Gulfport Police Department. The Parties understand that the City will endeavor to provide the full number of officers provided for herein; however, the Parties also recognize that, from time to time, there may be instances where the City is not able to do so. The Services to be provided by the City, by and through its Police Department, to HCSD under this Agreement shall include, but are not limited to, the following:

A. Promote positive relationships with students.

B. Perform duties of a law enforcement officer to address criminal misconduct on school property and events (i.e., shall be made aware of and handle all on-campus criminal activity).

C. Assist with patrolling school grounds to help in preventing illegal entry onto school grounds.

D. Work closely with school principal in the coordination of safety programs.

E. The School Resource Officer (SRO) shall not utilize their police authority to serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Section 4. Cost of Law Enforcement Services. The HCSD shall pay to the City for the law enforcement services to be rendered under this Agreement, the amount of $432,530.18 annually for up to

five (5) uniformed police officers, which shall include one (1) Supervisor (Sergeant), as more fully set forth in Exhibit "A". One officer will be assigned to the middle school, one officer to the alternative school and the remaining officers will be assigned, as needed. The HCSD also agrees to pay for any overtime generated by sporting events or as requested by the Superintendent's or Principal's office. The Gulfport Police Department shall assess each school event to determine the amount of law enforcement officers to be present. The HCSD understands and agrees that should a Gulfport police officer/supervisor assigned as a School Resource Officer (SRO) be promoted and/or receive any pay increase during the term of this Agreement, that such increase in pay shall be the responsibility of the HCSD over and above the amount set forth above. The HCSD further understands and agrees that should a police officer/supervisor assigned as an SRO be replaced by another qualified police officer/supervisor that holds a higher rank during the term of this Agreement, that such increase in pay shall be the responsibility of the HCSD over and above the amount set forth above. Payments shall be made by the HCSD to the City of Gulfport based on services rendered.

Section 5. Term of Agreement. This Agreement shall commence on October 1, 2024, and shall remain in full force for a period of one (1) year with an option of annual renewals upon the mutual agreement of both parties in writing, so long as the option is exercised by both parties prior to the termination of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 6. Amendment of this Agreement. This Agreement may be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signature by and on behalf of the Harrison County School District and the City of Gulfport, Mississippi.

THIS THE _____ DAY OF _____, 2024.

CITY OF GULFPORT, MISSISSIPPI

_____
BILLY HEWES, MAYOR

ATTEST:

_____
RASHIDA BELL, CITY CLERK

****

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2024, BILLY HEWES and RASHIDA BELL, who acknowledged before me that they are the duly elected Mayor and duly appointed City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

_____
NOTARY PUBLIC

My Commission Expires:

_____

WITNESS OUR SIGNATURES as duly authorized for and on behalf of the Harrison County School District on the date indicated below.

THIS THE _____ DAY OF _____, 2024

HARRISON COUNTY SCHOOL DISTRICT

_____
_____, PRESIDENT
HARRISON COUNTY SCHOOL BOARD

ATTEST:

_____
BOARD SECRETARY

****

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2024, _____and _____, who acknowledged before me that they are the duly serving President and Clerk of the Harrison County School Board, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Harrison County School Board, having been first duly authorized so to act by Resolution of the Harrison County School Board.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Gulfport Police Department
Harrison County School District
October 1, 2024 - September 30, 2025

LINE ITEMS	4 OFFICERS	SGT. PAY	EXTRA EXPENSES	TOTAL EXPENSE FOR EVERYTHING
	26 pay periods			
Wages and Salary	234,600.00	65,550.00		$ 300,150.00
State Retirement (17.4%)	$ 40,820.40	$ 11,405.70		$ 52,226.10
FICA Taxes (7.65%)	$ 17,946.90	$ 5,014.58		$ 22,961.48
Life Insurance	$ 611.52	$ 152.88		$ 764.40
Health Insurance	$ 36,128.40	$ 10,094.70		$ 46,223.10
Workers comp	$ 7,976.40	$ 2,228.70		$ 10,205.10
	338,083.62	**94,446.56**		
			TOTAL AMOUNT	432,530.18
WHAT THE SCHOOL WILL PAY 100%				**432,530.18**

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO AND CONSTRUCTION CONTRACT WITH SOUTHERN COLONIAL CONSTRUCTION, LLC, IN CONNECTION WITH THE DEBUYS ROAD SEWER PUMP STATION – FORCE MAIN CONNECTION TO WEST BILOXI WASTEWATER TREATMENT PLANT PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake the Debuys Road Sewer Pump Station – Force Main Connection to West Biloxi Wastewater Treatment Plant Project, a project intended to repair the existing force main and associated appurtenances and re-routing the wastewater from the North Gulfport Wastewater Treatment Plant to the West Biloxi Wastewater Treatment Plat; and

WHEREAS, pursuant to authority of this City Council, the City solicited construction bids for the Debuys Road Sewer Pump Station – Force Main Connection to West Biloxi Wastewater Treatment Plant Project and received bids from two (2) firms; and

WHEREAS, in accord with the Certified Bid Tabulation sheet attached hereto as a part of Exhibit "A", the lowest bid was submitted by Southern Colonial Construction, LLC, and recommended for award by project engineer, Seymour Engineering, as more fully set forth in the Memorandum from Mark Seymour of Seymour Engineering which is attached hereto as a part of Exhibit "A"; and

WHEREAS, the Council finds that it is in the best interest of the City to award the construction contract related to the Debuys Road Sewer Pump Station – Force Main Connection to West Biloxi Wastewater Treatment Plant Project to Southern Colonial Construction, LLC, and to approve an contract/agreement with Southern Colonial Construction, LLC, concerning the same (see Exhibit "A" attached hereto).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the award of the construction contract related to the Debuys Road Sewer Pump Station – Force Main Connection to West Biloxi Wastewater Treatment Plant Project to Southern Colonial Construction, LLC, be and the same is hereby approved and the proposed contract/agreement between Southern Colonial Construction, LLC, and the City be and it is hereby approved in substantially its form as found in Exhibit "A" hereto, the Mayor (or his designee) is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport and approval, execution and delivery thereof is found to be in the best interest of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____

MAYOR

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant City Engineer
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: 7/17/2024

Re: **Recommendation to Award Contract to Southern Colonial Construction, LLC – Debuys Road Sewer Pump Station Force Main Connection to West Biloxi Wastewater Treatment Plant**

On July 3, 2024, bids were received for the above referenced project. Two (2) bids were received with Southern Colonial Construction, LLC considered as the lowest bidder in the amount of $335,153.30.

This Project includes repairing existing force main and associated appurtenances and re-routing the wastewater from the North Gulfport Wastewater Treatment Plant to the West Biloxi Wastewater Treatment Plant. The total cost of engineering and construction for this project is $516,067.50. The project is 100% funded by the Mississippi Municipality and County Water Infrastructure Grant "MCWI" and the American Rescue Plan Act "ARPA".

I recommend approval of this contract.

Attachments:

1. Letter dated July 17, 2024, from Matthew Kirkland, P.E.
2. Bid Tabulation
3. Contract

SEYMOUR
ENGINEERING

Civil Engineers & Professional Land Surveyors

MEMORANDUM

July 17, 2024

Billy Hewes, Mayor
City of Gulfport
2309 15th Street
Gulfport, MS 39501

Re: Recommendation of Award to Lowest Qualified Bidder
MCWI Debuys Rd Force Main Connection to West Biloxi WWTP

Dear Mr. Hewes:

Two bids were received and opened for the subject-referenced project on Wednesday, July 3, 2024 at 11:00 am. The low bid was submitted by Southern Colonial Construction, LLC with a total bid price of $335,153.30.

Seymour Engineering has contacted references and past clients and found the low bidder to have a history of completing projects on time and under budget. It is because of these reasons we recommend the City of Gulfport award the subject-referenced project to Southern Colonial Construction, LLC at a contract award value of $335,153.30

Seymour Engineering is pleased to have been involved with this process and we look forward to working with the City of Gulfport as the project progresses. Please do not hesitate to contact us if you have any questions.

Respectfully Submitted,

SEYMOUR ENGINEERING

Mark Seymour, P.E., President
President

MMS/tmp

Enclosures:
Certified Bid Tabulation

925 Tommy Munro Dr., Ste. G, Biloxi, MS 39532
Phone: 228-385-2350 Fax: 228-385-2353 Email: se@seymoureng.com

SEYMOUR ENGINEERING

Certified Bid Tabulation
Debuys Rd Sewer Pump Station Connection to Biloxi WWTP

GULFPORT WHERE YOUR SHIP COMES IN

Bid Opening: Wednesday, July 3, 2024
Location: Hardy Building, 1410 24th Ave., Gulfport, MS

Contractor: Address:			Southern Colonial Const. LLC 23272 Hwy 49 Frontage Rd. Saucier, MS 39574		JLB Construction 21294 Johnson Road Long Beach, MS 39560	
Description	**Unit**	**Quantity**	**Unit Price**	**Cost**	**Unit Price**	**Cost**
Mobilization	LS	1	$29,100.00	$29,100.00	$85,000.00	$85,000.00
Traffic Control	LS	1	$12,500.00	$12,500.00	$45,000.00	$45,000.00
Silt Fence	LF	300	$3.70	$1,110.00	$6.00	$1,800.00
Wattles	LF	150	$4.69	$703.50	$10.00	$1,500.00
Solid Sodding	SY	200	$7.07	$1,414.00	$10.00	$2,000.00
Excavation	CY	300	$12.46	$3,738.00	$15.00	$4,500.00
Limestone (Size "610")	CY	30	$55.08	$1,652.40	$150.00	$4,500.00
Select Fill (Class B9)	CY	375	$20.18	$7,567.50	$30.00	$11,250.00
Utility Relocation	LS	2	$5,625.00	$11,250.00	$9,500.00	$19,000.00
Dewatering	DAY	10	$1,125.00	$11,250.00	$3,500.00	$35,000.00
Asphalt Removal	SY	175	$9.14	$1,599.50	$20.00	$3,500.00
Asphalt (2" Base Course)	SY	175	$62.55	$10,946.25	$45.00	$7,875.00
Asphalt (2" Surface Course)	SY	175	$62.55	$10,946.25	$45.00	$7,875.00
Thermoplastic Traffic Markings (6" Eq.)	LF	300	$22.93	$6,879.00	$10.00	$3,000.00
Sawcut Existing Asphalt	LF	140	$19.79	$2,770.60	$15.00	$2,100.00
Concrete Cap Removal	EA	3	$4,000.00	$12,000.00	$3,000.00	$9,000.00
Manhole Repairs (Castings, Leaks, Etc)	EA	5	$4,267.50	$21,337.50	$10,000.00	$50,000.00
20" C900 Pressure Pipe	LF	60	$240.51	$14,430.60	$200.00	$12,000.00
Mechanical Sleeve Fittings	EA	4	$5,642.94	$22,571.76	$7,500.00	$30,000.00
20" x 20" x 8" Tee	EA	1	$8,073.94	$8,073.94	$15,000.00	$15,000.00
20" Gate Valve (Including Box and Pad)	EA	1	$48,268.75	$48,268.75	$45,000.00	$45,000.00
Air Release Valve (Incl. Manhole, Tap Saddle, Etc.)	EA	5	$19,008.75	$95,043.75	$25,000.00	$125,000.00
			Bid Price =	$335,153.30	Bid Price =	$519,900.00

MATTHEW K. KIRKLAND
LICENSED PROFESSIONAL
ENGINEER
30578
7-15-24
STATE OF MISSISSIPPI

I HAVE REVIEWED THESE BIDS AND CERTIFY THAT THEY ARE ACCURATE

Matthew K. Kirkland, P.E.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the 6th day of August in the year 2024, by and between **CITY OF GULFPORT** (hereinafter called OWNER) and **Southern Colonial Construction, LLC.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

DEBUYS ROAD SEWER PUMP STATION FORCE MAIN
CONNECTION TO WEST BILOXI WASTEWATER TREATMENT PLANT
PROJECT – 2024
GULFPORT, MISSISSIPPI

Scope of Work: This project includes two (2) point repairs to a 20" Cast Iron Pipe which will require excavation, as well as the replacement of 5 air release valves in between the Debuys Road pump station and the Parkview pump station.

Article 2. ENGINEER.

The Project has been designed by:

Seymour Engineering PLLC 925
Tommy Munro Dr. Biloxi, MS
39532

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER through the bidding and contract award in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. The Work will be substantially completed within NINETY (90) calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred and No/Dollars ($500.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred and No/Dollars ($500.00) for each calendar day that expires after the time specified in the Certificate of Substantial Completion for completion and readiness for final payment.

3.3. Notwithstanding anything to the contrary in this Contract or in any other document, in the event of delay to CONTRACTOR’s work, CONTRACTOR shall be entitled to an extension of time but not to any additional compensation for such delay. CONTRACTOR's entitlement to a time extension shall be limited to delays on the project critical path which are not caused in whole or in part by the CONTRACTOR, which are nonconcurrent with any other delays affecting the CONTRACTOR's work, and which are allowable only to the extent the CONTRACTOR can prove actual delay to the critical path of the CONTRACTOR's work based upon schedules approved by the OWNER and properly updated.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The sum of $ 335,153.30 in accordance with CONTRACTOR’S Bid Proposal dated July 3, 2024.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will

be measured by the schedule of values established in Article 15 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments may be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.

5.1.1.1. Projects with a Contract total amount of less than $250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 15.01 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars ($250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until

fully paid.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data".

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph S C - 5.03 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 5.03 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 8, inclusive).

8.2. Exhibits to this Agreement (CITY OF GULFPORT CONSTRUCTION STANDARDS).

8.3. Performance, Payment, and other Bonds consisting of eight (8) pages.

8.4. Notice to Proceed.

8.5. General Conditions (pages 1 to 77, inclusive).

8.6. Supplementary Conditions (pages 1 to 10, inclusive).

8.7. Addendum to Standard Form Agreement (MCWI Requirements) followed by Attachments A-F

8.8 Specifications bearing the title:

Debuys Road Sewer Pump Station Force Main Connection To West Biloxi Wastewater Treatment Plant Project – 2024
Gulfport, Mississippi

and consisting of 11 divisions, as listed in table of contents thereof and Appendix ___.

8.9. Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: Debuys Road Sewer Pump Station Force Main Connection To West Biloxi Wastewater Treatment Plant

8.10. Addenda numbers 0 to 0, inclusive.

8.11. CONTRACTOR's Bid Proposal (pages 1 to 258, inclusive)

8.12. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 0 to 0, inclusive).

8.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions.

8.14. Required Attachments for ARPA / MCWI Construction Contracts (pages 1 to 33, inclusive)

8.15. Wage Determination Harrison County (pages 1 to 5, inclusive)

8.16. Labor Standards Supplementary Conditions to the Construction Contract (pages 1 to 28, inclusive)

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 11.01 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. Addition to 31-7-13 regarding procurement over 75k: “4. Agencies and governing authorities using federal funds for the procurement of any good or service, including exempt personal and professional services, must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart D - Post Federal Award Requirements Procurement Standards, in accordance with 2 CFR 200.317 through 2 CFR 200.327.”

9.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.6. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.6.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.6.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.6.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.6.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.7. OTHER PROVISIONS – None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on August 6, 2024, (which is the effective Date of the Agreement).

OWNER:
City of Gulfport

By: _____

_____

[CORPORATE SEAL]

Attest_____

Address for giving notices:
P.O. Box 1780
Gulfport, MS 39502

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR:
Southern Colonial Construction

By: _____

_____

[CORPORATE SEAL]

Attest_____

Address for giving notices:
_____
_____

Certificate of Responsibility
No. _____

Agent for service of process:

_____
(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AMENDMENT NO. 2 TO AGREEMENT WITH DNA UNDERGROUND, LLC, FOR THE REPAIR AND REPLACEMENT UNIT PRICE CONTRACT, AND FOR RELATED PURPOSES

WHEREAS, in September 2022, the City of Gulfport entered into an agreement with DNA Underground, LLC, to provide certain repair and replacement work on a unit price basis; and

WHEREAS, that agreement provides for an initial one (1) year term and for two (2) optional one (1) year extensions; and

WHEREAS, the City, in concert with DNA Underground, LLC, exercised the option to extend the agreement for the first optional one year extension and desire to exercise the option to extend the agreement for the final optional one year extension; and

WHEREAS, the Council finds that it is in the best interest of the City to approve Amendment No. 1 to the Unit Price Agreement with DNA Underground to extend the contract time through September 6, 2025, via Amendment No. 2 (see Exhibit "A" attached hereto).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That Amendment No. 2 to the agreement with DNA Underground, LLC, for repair and replacement work on a unit price basis., be and the same is hereby approved, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____
MAYOR

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant City Engineer
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: July 19, 2024

Re: **Request to Approve the Gulfport Repair & Replacement Unit Price Project – 2022**
Amendment No. 2 to Extend the Contract One-Year
DNA Underground, LLC

Attached for your consideration is Amendment No. 2 for the referenced project. This Amendment shall extend the current contract for one year as allowed. The new contract time will be until September 7, 2025, at the current bid prices. We have been using this type of unit price project for many years. This contracting arrangement allows the City a method to perform street, drainage, water, and sewer work quickly for emergency, maintenance, or expansion projects.

No funding is required at this time. We will use this project on an as needed basis with available funding. It will provide the Department of Public Works and the Department of Engineering with another option for completing needed repairs in a timely and convenient manner.

I recommend approval of the amendment.

Attachments:

1. Letter dated July 3, 2024, from Kenny Stokes, Chief Operating Officer

DNA UNDERGROUND, LLC
16101 S Swan Road
Gulfport, MS 39503
Phone/Fax: (228) 284-5049
Cell: (228) 216-0863

July 3, 2024

City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

RE: Gulfport Repair & Replacement Unit Price Project – 2022
Contract Extension

DNA Underground, LLC would like to exercise the final extension to the above referenced contract, located in Article 3 of the Agreement dated September 7, 2022, for a final one (1) year period.

If you have any questions, please contact me at 228-216-8244.

Sincerely,

Kenny Stokes

Kenny Stokes
Chief Operating Officer

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE COOPERATION WITH CIVILIAN LAW ENFORCEMENT OFFICIALS AGREEMENT WITH THE US DEPARTMENT OF THE NAVY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into an agreement with the U.S. Department of the Navy, Naval Surface Warfare Center, Crane Division, for the loan of sixteen (16) night vision goggles in order to enhance the law enforcement capabilities of the Gulfport Police Department; and

WHEREAS, the Department of the Navy has provided a proposed Cooperation with Civilian Law Enforcement Officials Agreement concerning the said loan which outlines the duties and responsibilities of the City and the Navy with respect to the subject equipment and which is attached hereto as Exhibit "A"; and

WHEREAS, the Council finds it is in the best interest of the City to approve the Civilian Law Enforcement Officials Agreement concerning the loan, by the City of the night vision goggles as found in Exhibit "A" hereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 3. That the Civilian Law Enforcement Officials Agreement concerning the loan of sixteen (16) night vision goggles from the U.S. Department of the Navy be and the same is hereby approved in substantially the same form as attached hereto as Exhibit "A" hereto; and

the Mayor is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport, and a special check in payment thereof is authorized.

SECTION 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____

MAYOR

MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT (NAVSURFWARCENDIV CRANE) AND THE AGENCY;
Gulfport Police Department

FOR THE ELECTRO-OPTIC LOAN PROGRAM

This is a memorandum of agreement (MOA) between The Government (Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)) and the Agency,
Gulfport Police Department
When referred to collectively, The Government and the Agency are referred to as the "Parties."

1.0 BACKGROUND

The Law Enforcement Electro-Optics Loan Program was formalized at NAVSURFWARCENDIV Crane in August of 1999 in accordance with SECNAVINST 5820.7C. The goal of the program is to optimize taxpayer's money by extending the useful life of military electro-optics equipment and provide law enforcement officials with a significant crime fighting capability they otherwise may not be able to afford.

2.0 AUTHORITIES

This Agreement is entered into pursuant to the authority of DoDI 4000.19, of 16 December 2020 and SECNAVINST 5820.7C.

3.0 PURPOSE AND SCOPE

The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the policy and procedures set forth in DoDI 4000.19.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 The Government will -

4.1.1 Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.

4.1.2 Repair or replace equipment provided under this agreement at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph 6.1.1.1.

4.1.3 In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. Federal/State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.

4.1.4 The resources to be provided are identified in Block 6 of this agreement. NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

4.2 The Agency will -

4.2.1 The receipt, transportation and return of all equipment is the sole responsibility of the requesting State/Local law enforcement agency who shall designate in writing a representative authorized to ship and receive equipment to and from NAVSURFWARCENDIV Crane.

4.2.2 State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost, or stolen. Federal/State/Local Law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

4.3. Both Parties will -

4.3.1 Ensure Points of Contact in 6.1 are updated as required by administrative changes.

5.0 PERSONNEL

There are no anticipated personnel responsibilities identified in this MOA.

6.0 GENERAL PROVISIONS

6.1 POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1 For the Government -

6.1.1.1 NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, facilities, and/or training, either oral or by email shall be sent to:

Mr. Scott D. Arthur

812-854-6650

scott.d.arthur2.civ@us.navy.mil

6.1.1.2 Position, office identification, phone number and email of alternate POC:

Ms. Tracy Hersman

812-381-0892

tracy.r.hersman.civ@us.navy.mil

6.1.2 For the Agency -

6.1.2.1 Position, office identification, phone number and email of primary POC:

Name: Gulfport Police Department

Phone Number: (228) 868-5906

Email Address:

Fax Number: (228) 868-5905

6.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Government, to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522

and, if to the Agency, to (insert mailing address):
P.O. Box S
Shipping: 2220 15th Street Gulfport, 39501
Gulfport,

Mississippi 39502
or as may from time to time otherwise be directed by the Parties.

6.3 REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for updates to equipment loaned and financial requirements.

6.4 MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5 DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.6 TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 10 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7 TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.8 ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9 EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.10 EXPIRATION DATE. This MOA expires on AUG 8, 2025 .

6.11 CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties.

6.12 NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7.0 FINANCIAL DETAILS

7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2. BILLING. The Agency will provide the Government with payment via Automated Cleaning House (ACH) or Wire Transfer with the acceptance of this MOA in accordance with the procedures of the Government.

7.3. PAYMENT OF BILLS. The Agency's paying office will forward payments, along with a copy of the signed MOA, to The Government within 30 calendar days. Bills rendered will not be subject to audit in advance of payment.

Notification of payment MUST be sent to mailbox--cran_wire_transfers@navy.mil and patricia.l.graves6.civ@us.navy.mil.

For ACH:

Bank Name:	Credit Gateway
Address:	60 Livingston Avenue St. Paul, MN 55107
RTN/ABA:	051036706
A/C:	801700778009

For Wire Transfer:

Bank Name:	U.S. Treasury
Address:	1500 Pennsylvania Avenue NW Washington, DC 20220
Country:	USA
RTN/ABA:	021030004
Account Name:	DFAS-Cleveland
Account Number:	801700778009

Checks:

Must be made out to:
US TREASURY or DFAS.

(All others will be returned)

Mailed to:
Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522

7.4. FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.

7.5. ECONOMY ACT DETERMINATION. If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

8.0 LIST OF ATTACHMENTS: Attachment A.

AGREED: [Approval authority signatures will never be alone on a blank page]

ACCEPTANCE OF AGREEMENT on behalf of:

Gulfport Police Department

by: **X**_____ _____
Signature Date

Mayor Billy Hewes
Type Name and Title

Gulfport Police Department
Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane by:

X Brandon Boeglin 25 Jan 2024
BRANDON J. BOEGLIN **Date**
By direction
NSWC Crane

ATTACHMENT A

Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement
Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1

1a. Federal/State/Local Law Enforcement Agency Name: Gulfport Police Department	2. Agreement Number: N00164LE1228-24
	3. Agreement Start/Renewal Date: AUG 8, 2024
1b. Agency Mailing Address: P.O. Box S Shipping: 2220 15th Street Gulfport, 39501 Gulfport, State: Mississippi Zip Code: 39502	4. Agreement Termination Date: AUG 8, 2025
	5. Estimated Total Cost (See paragraph III Terms and Conditions below): $ 4,800.00

6. Statement of Supplies/Services to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value, & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-18, Night Vision Pocketscope, NSN: 5855-01-433-1217; Repl Value $3,000 each	16	$300.00	$ 4,800.00
Serial Numbers: X6936; X10359; X10435; X10499; X10671; X10675; X10717; X10823; X12196; X12217; X4810; X4947; X5406; X5725; X5961; X6902			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
Select an Item		$300.00	$ 0.00
Serial Numbers:			
	Total		$ 4,800.00

7. Points of Contact	
Primary Federal/State/Local Law Enforcement Agency Official (Name):	Financial/Admin Federal/State/Local Law Enforcement Agency POC (Name):
Mayor Billy Hewes	Grants Manager April Gingerella
Phone: (228) 868-5906	Phone: (228) 868-5853 X6125
Fax: (228) 868-5905	Fax: (228) 868-5905
Email:	Email: agingerella@gulfport-ms.gov
Government Law Enforcement Program Manager (Name):	Government Agreement Administrator (Name):
Scott Arthur	**Debbie Owens, CTR**
Phone: **812-854-6650**	Phone: **812-854-4439**
Fax: **812-854-8559**	Fax: **812-854-8559**
Email: scott.d.arthur2.civ@us.navy.mil	Email: debbie.d.owens.ctr@us.navy.mil
Government Agreement Administrator (Name):	Government Agreement Administrator (Name):
Nancy Sherfick	**Mary-Ann Miller**
Phone: **812-854-2624**	Phone: **812-854-5140**
Fax: **812-854-8559**	Fax: **812-854-8559**
Email: nancy.l.sherfick.civ@us.navy.mil	Email: mary-ann.m.miller.civ@us.navy.mil

4 There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL ACKNOWLEDGING AWARD OF CONGRESSIONAL GRANT FUNDING THROUGH THE ENVIRONMENTAL PROTECTION AGENCY FOR THE NORTHWOOD WATER MAIN REPLACEMENT PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport was recently notified by the Environmental Protection Agency that it was awarded at $1.6 million grant by way of a community project listed in the Consolidated Appropriations Act, 2023, Public Law 117-328, as approved by the United States Congress; and

WHEREAS, the grant is for the Northwood Water Main Replacement Project which is intended to replace undersized water lines in the Northwood neighborhood to provide improved water pressure and fire protection for the resident of the neighborhood; and

WHEREAS, the City of Gulfport acknowledges receipt of a Notice of Award concerning the said project and approves the various conditions associated with the Award, as found in Exhibit "A" hereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport hereby acknowledges receipt of a Notice of Award concerning the a $1.6 million grant from the US Environmental Protection Agency for the Northwood Water Main Replacement Project, as found in the Consolidated Appropriations Act, 2023, and approves the various conditions associated with the Award, as found in Exhibit "A" hereto.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____

MAYOR

Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant City Engineer
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: July 17, 2024

Re: **Recommendation to Accept U.S. Environmental Protection Agency (EPA) Notice of Award Northwood Water Main Replacement Project**

The City of Gulfport received a Notice of Award from the EPA for a $1.6 million grant for the Northwood Water Main Replacement Project. The Grant Agreement comes by way of a community project listed in the Consolidated Appropriations Act, 2023, Public Law 117-328, as approved by Congress.

This project will replace undersized water lines in the Northwood neighborhood to provide improved water pressure and fire protection for the residents.

I recommend acceptance of the Notice of Award.

Attachment:

1) U.S. Environmental Protection Agency Grant Agreement – Notice of Award

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

GRANT NUMBER (FAIN): 03D04524 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** CG	**DATE OF AWARD** 06/29/2024
TYPE OF ACTION New	**MAILING DATE** 07/03/2024
PAYMENT METHOD: ASAP	**ACH#** PEND

RECIPIENT TYPE:
Municipal

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:
GULFPORT, CITY OF
2309 15TH ST
GULFPORT, MS 39501-2027
EIN: 64-6000413

PAYEE:
CITY OF GULFPORT
1410 24th Avenue
Gulfport, MS 39501-2025

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Wayne Miller 4050 Hewes Avenue GULFPORT, MS 39501 **Email:** wmiller@gulfport-ms.gov **Phone:** 228-868-5740	Melissa Mcgee-Collier 61 Forsyth Street, SW Atlanta, GA 30303 **Email:** McgeeCollier.Melissa@epa.gov **Phone:** 404-562-8392	Rachel Robinson Grants Management Section 61 Forsyth Street, S.W. Atlanta, GA 30303 **Email:** Robinson.Rachel@epa.gov **Phone:** 404-562-9322

PROJECT TITLE AND DESCRIPTION

City of Gulfport Northwood Water Main Replacement

See Attachment 1 for project description.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
02/01/2024 - 09/30/2025	02/01/2024 - 09/30/2025	$ 1,600,000.00	$ 1,600,000.00

NOTICE OF AWARD

Based on your Application dated 11/15/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 1,600,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 1,600,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4, Water Division R4 - Region 4 61 Forsyth Street, SW Atlanta, GA 30303

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official for Shantel Shelmon - Grants Management Officer **by** Ronza Jordan - Award Official Delegate	**DATE** 06/29/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 1,600,000	$ 1,600,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 0	$ 0
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 1,600,000	$ 1,600,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2023 Consolidated Appropriations Act (PL 117-328)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2404VX4065	23	E5	0423DOF	000B81	4192	-	-	$ 1,600,000
									$ 1,600,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 0
2. Fringe Benefits	$ 0
3. Travel	$ 0
4. Equipment	$ 0
5. Supplies	$ 0
6. Contractual	$ 0
7. Construction	$ 1,600,000
8. Other	$ 0
9. Total Direct Charges	$ 1,600,000
10. Indirect Costs: 0.00 % Base	$ 0
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	$ 1,600,000
12. Total Approved Assistance Amount	$ 1,600,000
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 1,600,000
15. Total EPA Amount Awarded To Date	$ 1,600,000

Attachment 1 - Project Description

This action approves funding in the amount of $1,600,000.00 to the City of Gulfport, MS to implement its project-Northwood Hill Water Main Replacement Project - which consist of removing and installing of a new 8” water main in the Northwood Hills Subdivision area. The water main installation will be along Parkwood Drive, Depew Rd, and throughout eleven Cul-de-sacs, which will serve the purpose of ensuring a reliable and sustainable water distribution system and improved fire protection for the residences by increasing the water pressure and its efficiency as directed in the 2023 Consolidated Appropriations Act or as identified in an approved Technical Correction if one has been approved for this project.The activities to be performed are the replacement and installation a new 8-inch waterline in the Northwood Hills Subdivision area along Parkwood Drive, Depew Road, and throughout 11 cul-de-sacs in Gulfport, MS. Approximately 3,600 linear feet (LF) of the mainline will be replaced with 8-inch ductile iron pipe, and approximately 9,000 LF of other waterlines will be replaced with 8-inch PVC water pipe. The old waterline will be abandoned in place, and the new line will be installed via open-cut excavation. The new watermain will be placed in the existing paved right-of-way. Minimal vegetation will be disturbed during service line attachment, and any disturbed vegetation will be returned to its original state.The anticipated deliverables are planning and design of project, assistance with any applicable permit requirements, including Inflow and infiltration Study; Permits; Inspections; Operations and Maintenance Manual, which are expected to lead to Water Main Installation for the residents of the Northwood Hills Subdivision area.No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

• Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

• MBE/WBE reports (EPA Form 5700-52A): Robinson.Rachel@epa.gov

• All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Grant Management Specialist, Annie Ashmeade at Robinson.Rachel@epa.gov or 404-562-9146

Project Officer, Melissa Mcgee-Collier at McgeeCollier.Melissa@epa.gov or 404-562-9322

• Payment requests (if applicable): McgeeCollier.Melissa@epa.gov or 404-562-8392

• Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Project Officer at McgeeCollier.Melissa@epa.gov or 404-562-8392

B. PRE-AWARD COST

In accordance with 2 CFR 1500.9, the grantee may charge pre-award cost) both Federal and non-Federal matching shares) incurred from February 1, 2024, to the actual award date provided that such cost were contained in the approved application and all costs are incurred within the approved budget period."

C. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at https://www.epa.gov/grants/epa-grantee-forms. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to **R04-Community-grants@epa.gov**, the EPA Project Officer(McgeeCollier.Melissa@epa.gov) and the EPA Grants Management Specialist(ashmeade.annie@epa.gov)listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email. Documentation to

support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for **100**% of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the EPA General Terms and Conditions applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	**ACCEPTABLE DOCUMENTATION**
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: • meet the requirements in 2 CFR 200.430(i) for producing accurate information regarding actual hours an employee worked performing the EPA agreement.• reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period. • be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed• contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	
1a. Working Hours	• Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	• A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.	• A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – either an approved indirect cost rate agreement covering the period for the indirect costs being claimed, or otherwise approved to use the 10% de minimis rate. See the General Terms and Conditions for additional information.	• A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL Note: First class/business class travel costs are not allowable.	• listing of trips taken, trip dates, location, purpose, and actual costs incurred.• copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other authorized official that the trip took place.• copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT – records must show equipment	• copy of procurement requests• copy of vendor

items, quantity, unit cost, and total amount consistent with the PO and RFP.	invoices• quotes or bid announcements as required
6. SUPPLIES	• invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order.• copy of procurement requests• copy of vendor invoices• quotes or bid announcements as required
7. CONTRACTUAL The contract agreement must include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the project officer. Contracts for Architectural and Engineering services are included in this category.The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10	• documents showing quotes or bid announcements as required.• evidence of the selection decision and a cost and price analysis• copy of contractor invoices
8. CONSTRUCTION This category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103.	• documents showing quotes or bid announcements as applicable.• evidence of the selection decision and a cost and price analysis• copy of contractor and vendor invoices
9. OTHER If subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.	• invoices showing items, quantity, unit cost, and total amount. As applicable ensure there are:• copies of procurement requests• copy of vendor invoices• quotes or bid announcements as required• documentation of participant support cost payments approved in the budget• cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

A. Performance Reporting (2 CFR 200.329)

The recipient agrees to submit performance reports to the EPA Project Officer *on a semi-annual basis, no later than April 30 and October 30 of each year*. The final performance report must be submitted no later than 120 calendar days after the period of performance end date.

Performance reports must relate financial data and accomplishments to performance goals and objectives; include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and formation of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

B. Project changes

The recipient must obtain written EPA approval before implementing changes which alter the project performance standards; change the scope or objectives of the project or substantially alter the design of the project; transfer funds between construction and non-construction budget categories; significantly delay or accelerate the project schedule; substantially alter the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project.

C. Right of Access (2 CFR 200.337)

EPA will have access to all records including fiscal, procurement, and engineering data and files which are pertinent to the assistance agreement, and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

• Procurement Document Submission

A copy of all proposed contracts for services and supplies over $250,000 shall be submitted to the EPA Project Officer for review. The submittal of the proposed contracts shall include procurement records. A copy of all proposed contracts for construction shall be submitted to the EPA Project Officer for review. The submittal of the proposed contracts shall include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bid, scopes of work and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, the bid package of the lowest responsive, responsible bidder for review prior to the

award of a contract. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the signed EPA Form 5700-49 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters), the MBE/WBE proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed contract for services, such as engineering or grant management, prior to signing each contract as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. Such contracts must comply with provisions in the regulations at 2 CFR Part 200 and/or 40 U.S.C. 1101 *et seq.*, or an equivalent State requirement as applicable to be accepted as allowable project costs.

D. Procurement

(a) The recipient agrees to procure all services (professional or otherwise), supplies, and construction awarded under this grant in accordance with 2 CFR 200.317 through 2 CFR 200.327 and 40 CFR Part 33.

(b) Recipient agrees to comply with the procurement processes for architectural and engineering (A/E) services as identified in 40 U.S.C. 1101 *et seq.*, or an equivalent State requirement.

Where equivalent State requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to 40 U.S.C. 1101 *et seq.* must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of 40 U.S.C. 1101 *et seq*. are:

- Public announcement of the solicitation (e.g., a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation);
    - Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;

In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in 40 U.S.C. 1101 *et seq*. apply.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The recipient is required to place a physical sign displaying the EPA logo at the construction site for this project in an easily visible location that can be directly linked to the work taking place. The sign must be maintained in good condition throughout the construction period. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable grant expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable grant expenses, provided the costs are reasonable.

Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs.

EPA Logo: The recipient will ensure that signage displays the EPA logo. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

The recipient will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to Londa Scott-Forte (202-564-1504) and Jini Ryan (202-564-1075). Please explain in the message that the EPA logo is to be used on signage at a construction site funded with EPA assistance and copy the EPA Project Officer on the message.

G. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's Community Grants Program Final Implementation Guidance, October 2022.

I. American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement signed on or after January 17, 2014. Based on the FY 2023 Consolidated Appropriations Act directive Congressional language ("Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"), AIS requirements apply to this award agreement.

(a) *Definitions.* As used in this award term and condition—

(1) "iron and steel products" mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) "steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 117-103 and the Explanatory Statement for Division G of P.L. 117-103.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act

This term and condition supplements the "Build America, Buy America" term and condition included in EPA's General Terms and Conditions.

(a) Definitions.

As used in this award term and condition —

(1) "Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

(2) "Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(3) "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(4) ''Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States.

(4) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at https://www.epa.gov/cwsrf/build-america-buy-america-baba.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-22-11.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

i. The Federal Award Identification Number (FAIN);

ii Location and description of the project;

iii. Total cost of infrastructure expenditures, including federal and non-federal funds;

iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country (ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;

v. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;

vi. Anticipated impact if no waiver is issued; and

vii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) Maintain documentation of any use of materials which are considered de minimis and are covered by an existing waiver (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

(2) If recipient seeks coverage under an existing BABA waiver, recipient agrees to submit available evidence to the EPA project officer to support such a determination as identified in the BABA waiver. Recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

K. Environmental Review

In accordance with the requirements of the National Environmental Policy Act, EPA has issued a categorical exclusion for this project in accordance with provisions in 40 CFR Part 6. If EPA determines that a categorical exclusion is not appropriate for this project, Recipient agrees to submit information necessary to issue a Finding of No Significant Impact. If the scope of the project changes, Recipient understands that additional environmental review may be necessary.

L. Davis-Bacon

(a) Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements.

The recipient agrees to include in all procurement contracts and subawards to provide assistance for the construction, alteration, and repair of treatment works carried out in whole or in part with funds made available by the FY 2023 Consolidated Appropriations Act a term and condition requiring compliance with section 513 of the Federal Water Pollution Control Act, also known as the Clean Water Act (CWA), and section 1450(e) of the Safe Drinking Water Act (SDWA) (42 U.S.C. 300j-9(e)) and require that procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts in excess of $2,000 for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall include in full in the contract clauses as attached hereto entitled “Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e).” This term and condition applies to all subagreements to provide assistance under the authorities referenced herein, whether in the form of a subgrant, or any other vehicle to provide financing for a project.

If the recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the recipient must discuss the situation with EPA before authorizing work on that site.

(b) Obtaining Wage Determinations.

(1) Unless otherwise instructed by EPA on a project specific basis, the recipients shall use DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. Recipients must obtain proposed wage determinations for specific localities at SAM.gov. If the recipient is a non-governmental entity, after the recipient obtains its proposed wage determination, it must submit the wage determination to EPA_Grants_Info@epa.gov, for approval prior to inserting the wage determination into a solicitation, contract or before issuing task orders, work assignments, or similar instruments to existing contractors (ordering instruments) unless subsequently directed otherwise by EPA's Award Official.

> Note: Recipients must discuss unique situations that may not be covered by the DOL General Wage Classifications with EPA. If, based on discussions with a recipient, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation) the Agency will advise the recipient which General Wage Classification to use based on the nature of the construction activity at the site.

(2) Recipients shall obtain the wage determination for the locality in which a Community Grants activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

> (i) While the solicitation remains open, the recipient shall monitor SAM.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The recipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the recipient may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the recipient.
>
> (ii) If the recipient does not award the contract within 90 days of the closure of the

solicitation, any modifications DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The recipient shall monitor SAM.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the recipient carries out a Community Grants activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the recipient shall insert the appropriate DOL wage determination from SAM.gov into the ordering instrument.

(3) Recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(4) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

(c) Contract and Subcontract Provisions

(1) The recipient shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of treatment works, and construction projects that would be eligible under the Drinking Water State Revolving Fund Program, and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Title VI of the CWA or Section 1452(a)(5) of the SDWA, the following labor standards provisions.

(i) Minimum wages.

(I) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the recipient obtained under the procedures specified in Item(b) Obtaining Wage Requirements, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(i)(IV) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are

deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(i)(II) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients shall require that the contractor and subcontractors include the name of the recipient employee or official responsible for monitoring compliance with DB on the poster. Recipients may obtain wage determinations from https://sam.gov/content/wage-determinations.

(II)(A) The recipient, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(II)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division (WHD) at whd-cbaconformance_incoming@dol.gov. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary.

(II)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the Award Official, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, at whd-cbaconformance_incoming@dol.gov will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(II)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to

paragraphs (1)(i)(II)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

(ii) Withholding. The recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(iii) Payrolls and basic records.

(I) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable

programs.

(II)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/whd/forms/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the recipient for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the recipient.

(II)(B) Each payroll submitted to the recipient shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(II)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (1)(iii)(II)(B) of this section.

(II)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph (1)(iii)(I) of this section available for inspection, copying, or transcription by authorized representatives of the

EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(iv) Apprentices and Trainees.

(I) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a

percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(v) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(vi) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(vii) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(viii) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(ix) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the recipient, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(x) Certification of eligibility.

(I) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be

awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1).

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(d) Contract Provisions for Contracts in Excess of $100,000.

(1) Contract Work Hours and Safety Standards Act. The recipient shall insert the following clauses set forth in paragraphs (1)(i), (ii), (iii), and (iv) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item (c) Contract and Subcontract Provisions, above, or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1)(i) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1)(i) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1)(i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (1)(ii) of this section.

(iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in

paragraphs (1)(i) through (iv) of this section.

(2) In addition to the clauses contained in Item (c) Contract and Subcontract Provisions, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(e) Compliance Verification.

(1) The recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The recipient must use Standard Form (SF) 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(3) The recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations, the recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The recipient shall periodically review contractor and subcontractor use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be

conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/whd/america2.htm.

M. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

N. Equipment Disposition

In accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer.

O. Recipient Work Force

The recipient understands that the use of Recipient's work force to perform grant-funded construction is subject to provisions in 2 CFR Part 200. Recipient agrees that both the rates paid for direct labor and the types of and costs for fringe benefits for Recipient's work force performing grant-funded activities will be in accordance with normal rates and benefits applicable to similar work performed by Recipient's work force but funded entirely with Recipient's funds. Recipient agrees to maintain adequate file documentation to support both the basis for pay rates and benefits, and the total costs charged to the grant for work performed by Recipient's work force. Recipient also agrees to provide time sheets for each worker as back-up documentation when EPA payments are requested.

P. Operation and Maintenance

The recipient agrees to certify that it will properly operate and maintain all facilities partially funded by this grant for the useful life of the facilities as indicated below. These certifications will be submitted to EPA prior to final payment.

Useful Life Timeframes

• Land - Permanent

• Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years

• Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years

• Wastewater and Drinking Water Process Equipment - 15 years

• Auxiliary Equipment - 10 years

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE COASTAL FAMILY HEALTH CENTER COMMUNITY BABY SHOWER, AND FOR RELATED PURPOSES

WHEREAS, the Coastal Family Health Center plans to host a Community Baby Shower at the West Side Community Center on November 2, 2024, to serve low-income families by providing baby essentials, supplies and access to local resources that will help to provide them with a stronger start to parenthood and to provide a celebration for new and expectant mothers; and

WHEREAS, the Coastal Family Health Center has requested that the City provide an in-kind contribution in the form of a fee waiver for the use of the West Side Community Center for the November 2, 2024, event; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of this event which serves to new and expecting mothers from all over the Gulf Coast; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation (waiver of $400.00 fee – ½ of fee not waived per ordinance) of the use of West Side Community Center to Coastal Family Health Center in support of its annual Community Baby Shower event serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the West Side Community Center to Coastal Family Health Center in support of its Community Baby Shower event and the City of Gulfport.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____

MAYOR

Gulfport
LEISURE SERVICES

RENTAL FEE WAIVER CHECKLIST

DATE: 6-12-24

ORGANIZATION NAME: Coastal Family Health Center **EVENT DATE:** 11-2-24

TYPE OF FEE WAIVER:

CIRCLE TYPE OF FEE WAVIER: INTERNAL / EXTERNAL

CIRCLE TYPE OF GROUP: NON-PROFIT / GOVERNMENT / PRIVATE

****

INTERNAL FEE WAIVER:

DOCUMENTS NEEDED:

_____ FEE WAIVER FORM / LETTER

_____ 501-3C FORM

EXTERNAL FEE WAIVER:

DOCUMENTS NEEDED:

X FEE WAIVER FORM / LETTER

X 501-3C FORM

X DESCRIPTION OF ADVERTISING

_____

(501-3C DOCUMENT MUST BE DATED WITHIN 3 YEARS OF REQUESTED DATE)

****

APPROVED BY: _____ 6-12-24
PROGRAM COORDINATOR — DATE

****

INTERNAL FEE WAIVER APPROVED: _____ _____
DIRECTOR OF LS — DATE

EXTERNAL FEE WAIVER APPROVED: _____ 7-1-24
DIRECTOR OF LS — DATE

****

COUNCIL AGENDA DATE: 8/6/24 _____
SIGNATURE

1/2024

Facility Use Fee Waiver Request Form

Date of Request: 11/02/24

Name of Person Submitting Request: Danielle Hinkle

Organization or Group Requesting Fee Waiver:

Name: Coastal Family Health Center

Address: 15024 MLK Road
Gulfport, MS 39501

Phone Number: 228-864-0003 EXT 1039

Reason for Fee Waiver Request:

Coastal Family Health Center is hosting our first annual Community Baby Shower on November 2nd, 2024. Like a traditional baby shower, a community baby shower is a celebration for new and expectant mothers. The purpose of this event is to serve low-income families by providing baby essentials, supplies, and access to local resources that will help give them a stronger start to parenthood. I humbly ask that you waive your rental fee so we may put that money toward supplies for the families we are trying to help. Thank you in advance for your consideration.

Primary Contact Person:

Name: Danielle Hinkle

Address: 15024 MLK BLVD Gulfport MS 39501

Phone Number: 228-864-0003

E-Mail Address: dhinkle@coastalfamilyhealth.org

Facility/facilities requested: West Side Community Center

Date/s of Event: 11/02/24

Event Type: Charity Event (Community Baby Shower)

Event Time(start and end): 8 AM to 1 PM

Date/s Required for Set Up and Breakdown: 11/01/24 (late afternoon) and 11/02/24

Anticipated Attendance (Number of Persons per day): 500

Fee Waiver Total: **Rental Fee:** $80 X 10 **Hours** = 800
(Must include set-up and breakdown times)

Facility Use Fee Waiver Request Form

Circle one:

	Y	or	N
• Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations? *If yes please, provide us with a copy of your 501 (c) non-profit status with this request.*	■		☐
• Does applicant intend to sell vendor space or tables?	☐		■
• Is there a charge to enter this event?	☐		■
• Is it open and free to the public?	■		☐

Submitt all documents to Reggie Sims at rsims@gulfport-ms.gov or submit to the facility at the time of completing the Facility Use Application. All Fee Waiver Request must be approved by the City Council. Please note that if your request is approved, you will be responsible for set-up and breakdown of your event (setting up tables and chairs).

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE ITEMS AND STATEMENTS IN THIS REQUEST FOR USE AND ATTEST THAT ALL ARE TRUE. I FURTHER UNDERSTAND THAT THE EVENT DESCRIBED HEREIN SHALL FURTHER BE GOVERNED BY AN ACCOMPANYING AGREEMENT FOR USE OF THE FACILITY AND THE APPLICANT AGREES TO ABIDE BY THE TERMS THEREOF AS WELL AS ANY AND ALL POLICIES THAT THE CITY MAY PROSCRIBE. IT IS FURTHER UNDERSTOOD THAT THE CITY OF GULFPORT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUSE TO ALLOW THE EVENT AND/OR CERTAIN ACTIVITIES OF THE EVENT, AS DESCRIBED HEREIN TO BE HELD IN OR AROUND THE FACILITY.

D. Hinkle, FNP

SIGNATURE

D.Hinkle, FNP

PRINTED NAME

05/30/24

DATE

Internal Revenue Service

Date: January 12, 2006

COASTAL FAMILY HEALTH CENTER INC
PO BOX 475
BILOXI MS 39533-0475

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Kaye Keyes 31-07416
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
64-0592416

Dear Sir or Madam:

This is in response to your request of January 12, 2006, regarding your organization's tax-exempt status.

In February 1979 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

To whom it may concern,

My name is Danielle Hinkle, and I am a pediatric nurse practitioner at Coastal Family Health Center (CFHC) in Gulfport. CFHC has been serving the Gulf Coast for 45 years and is currently the fourth-largest community health center in Mississippi, serving 36,000 patients annually. We provide healthcare and support services through 12 health center clinics, 19 school based health clinics, 1 medical mobile unit, and 4 pharmacies spread over a six-county service area including Harrison, Hancock, Jackson, George, Greene and Pearl River. CFHC's reputation for innovation, quality, and excellence is deeply rooted in its mission, vision, and core values. Our goal is to provide quality, comprehensive, and patient-centered care to our community regardless of one's economic status.

I am reaching out to you today because we need your help with our upcoming project; CFHC is hosting our first annual community baby shower on November 2nd, 2024. Like a traditional baby shower, a community baby shower is a celebration for new and expectant mothers. The purpose of this event is to serve low-income families by providing essential baby supplies and access to local resources that will help give them a stronger start to parenthood. Over the next few months, we plan to raise money for the supplies needed (car seats, cribs, diapers, etc). During our event, employees and volunteers will provide education regarding infant/child safety. I humbly ask that you waive your rental fee so we may put that money toward the families we are helping.

If our request is approved, the City of Gulfport will be mentioned at the event as a donor. Also, we will list the City of Gulfport on all forms of advertisement for the event.

Thank you for your consideration,

Danielle Hinkle

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of ____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES, AND RESOURCES OF THE CITY OF GULFPORT, BY AND THROUGH THE GULFPORT FIRE DEPARTMENT AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport's Gulfport Fire Department regularly participates in and/or sponsors functions, events, and community outreach efforts intended to promote a good relationship between the City and the community that it serves; and

WHEREAS, the Department desires to purchase various items in support of a number of events that it sponsors as more fully outlined in the attached documentation (Exhibit "A"); and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that, pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003), an expenditure of approximately $5,500.00 for the purchase of items for events such as Fire Prevention Month Activities and other City Events.

WHEREAS, the items identified in the attached documentation (Exhibit "A") serve the purposes of advertising and bringing into favorable notice the opportunities, possibilities, and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through the Gulfport Fire Department, is hereby authorized to expend municipal funds in the approximate amount of $5,500.00 for items in support of events such as Fire Prevention Month Activities and other City Events.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____

Mayor

Memorandum - City of Gulfport

(Fire Department)

To: Mayor and Members of the City Council

CC: Wayne Miller, CAO
Legal Department

From: Billy Kelley, Fire Chief

Date: July 25, 2024

Re: Agenda Item – Promotional Items for City Event – Fire Prevention Month 2024

Please place the item described below on the August 6, 2024 Council Agenda.

The Gulfport Fire Department frequently engages and participates in activities for the citizens of Gulfport with emphasis n engaging children. The Fire Department participates in Fire Prevention Month to promote positive interactions between firemen and children. We will have scheduled events for October with Gulfport School and other City of Gulfport Organizations.

We are requesting your approval to purchase promotional items to support the above-mentioned events such as fire hats, pencils, pens and stickers. The total cost not to exceed $5,500.00.

Fire Smart Promotions
1 Beistle Plaza
Shippensburg, Pennsylvania 17257
877-387-4287

Quote #117473
Date 7/23/2024
Expires 8/23/2024

Customer #: 12758

Payment Terms: Net 30

Payment Information

Finance & Admin. Dept / Purchasing Division
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502
United States
228-868-5705

Shipping Address

Natasha Tate
Gulfport Fire Dept / Central Fire Department
1515 23rd Avenue
Gulfport, MS 39501
United States
228-868-5955

Prepared by: Anna Coons

Free Setup on Custom Items

Free Shipping within the US

Quote Details

Sku	Item Description	QTY	Price	Total
SS66777AP14	Fire Hat - Custom Pink Maltese Cross Shield Color: Pink Top Imprint:: GULFPORT Bottom Imprint:: FIRE DEPT.	500	$0.66	$330.00
SS66777ABK21	Fire Hat - Custom Maltese Cross Diamond Plate Shield Color: Black Top Imprint:: GULFPORT Bottom Imprint:: FIRE DEPT.	500	$0.66	$330.00
SS66777AW1	Fire Hat - Custom Patriotic Shield Color: White Top Imprint:: GULFPORT Bottom Imprint:: FIRE DEPT.	500	$0.66	$330.00
S17994IFS	Imprinted Sticker Badge - Submit Your Design Top Imprint: GULFPORT Center Imprint: LOGO Bottom Imprint: JUNIOR FIREFIGHTER Upload Artwork: (Recommended Art Files - ai, eps or pdf): URL[Black Leather Background]	2000	$0.10	$200.00
S18326FC	Full Custom Tattoo Upload Artwork: (Recommended Art Files - ai, eps or pdf): URL[Dept Logo]	2000	$0.35	$700.00
SS66777AY20	Fire Hat - Custom Maltese Cross w/Axe Shield Color: Yellow Bottom Imprint:: GULFPORT FIRE DEPT.	500	$0.66	$330.00

Subtotal	$2,220.00
Shipping	$0.00
Tax	$0.00
Total	$2,220.00

GULFPORT
PROUD TO
SERVE
FIRE DEPT.
FIRE HAT PAT. D714030
© 2012 BEISTLE CO.
FireSmartPromos.com, Shippensburg, PA Mfg. on 00/00/00 J-000000

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FIRE DEPT.

GULFPORT
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FIRE DEPT.
FIRE HAT PAT. D714030
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FireSmartPromos.com, Shippensburg, PA Mfg. on 00/00/00 J-000000

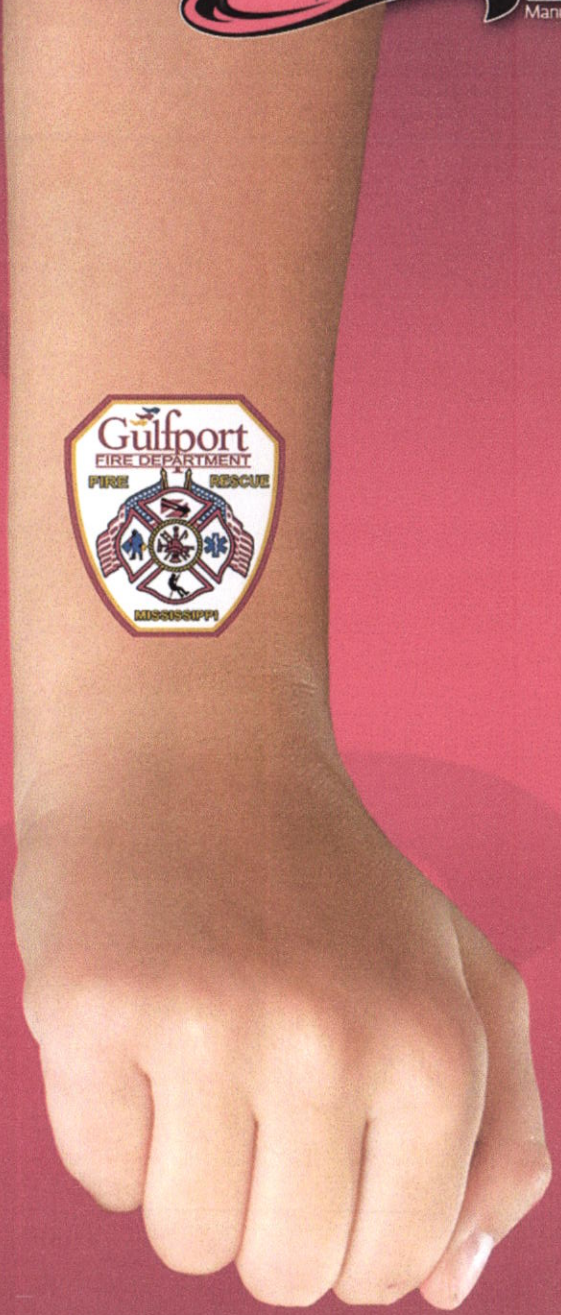
FIRE
DEPT.
GULFPORT
FIRE DEPT.
FIRE HAT PAT. D714030
FireSmartPromos.com, Shippensburg, PA Mfg. on 00/00/00 J-000000

FIRE SMART™
PROMOTIONS by Beistle
Manufacturing Fire Hats Since 1967

877-387-4287 • Sales@firesmartpromos.com • www.firesmartpromos.com
*This image is not intended as a color proof, it is intended for design, layout, composition, and/or spelling only.

FIRE SMART™ PROMOTIONS by Beistle
Manufacturing Fire Hats Since 1967

2" x 2"



AS-24328 • 3-21-19

877-387-4287 • Sales@firesmartpromos.com • www.firesmartpromos.com

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Geiger™
Brandspiration.

Amy Barrett
228-863-2231
http://abarrett.geigermall.com

July 24, 2024

Quote for Gulfport Fire Department
Silicone bracelet
Red with white imprint
7.953 inch by .472 (approx 8 inch round)

2000 @ .55 each =	1100.00
Ship est.	53.00
Total	1153.00

Thank you, Amy

Geiger™
Brandspiration.

Amy Barrett
228-863-2231
http://abarrett.geigermall.com

July 24,2024

Quote for Gulfport Fire Department
Riteline Alamo gel Item G137D
Black with red trim
Item G137D

2000 @ .62 each =	1240.00
Ship est.	115.00
Total	1355.00

Thank you, Amy

Geiger™
Brandspiration.

Amy Barrett
228-863-2231
amybarrett.geiger.com

July 24, 2024

Quote for Gulfport Fire Department

Mood Pencil
Assorted colors
Item 20550
2000 @ .344 each = 688.00
Ship est. 45.00

Total 733.00

Thank you, Amy

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE MSPHI/SHEA COALITION ANNUAL BABY SHOWER, AND FOR RELATED PURPOSES

WHEREAS, the MSPHI/SHEA Coalition plans to host a Community Baby Shower at the Lyman Community Center on September 7, 2024, to provide resources and health information to new and expecting moms of the Gulf Coast, including health screenings, health educational information with guest speakers from a variety of health professionals from around the Coast, as well as games, food and door prizes; and

WHEREAS, the MSPHI/SHEA Coalition has requested that the City provide an in-kind contribution in the form of a fee waiver for the use of the Lyman Community Center for the September 7, 2024, event; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of this event which serves to new and expecting mothers from all over the Gulf Coast; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation (waiver of $455.00 fee – ½ of fee not waived per ordinance) of the use of Lyman Community Center to MSPHI/SHEA Coalition in support of its annual Community Baby Shower event serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Lyman Community Center to MSPHI/SHEA Coalition in support of the Community Baby Shower event and the City of Gulfport.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____

MAYOR

Gulfport
LEISURE SERVICES

RENTAL FEE WAIVER CHECKLIST

DATE: 6-10-24

ORGANIZATION NAME: MSPHI / SHEA Coalition EVENT DATE: 9-7-24

TYPE OF FEE WAIVER:

CIRCLE TYPE OF FEE WAVIER: INTERNAL / EXTERNAL

CIRCLE TYPE OF GROUP: NON-PROFIT / GOVERNMENT / PRIVATE

****

INTERNAL FEE WAIVER:

DOCUMENTS NEEDED:

_____ FEE WAIVER FORM / LETTER

_____ 501-3C FORM

EXTERNAL FEE WAIVER:

DOCUMENTS NEEDED:

X FEE WAIVER FORM / LETTER

X 501-3C FORM

_____ DESCRIPTION OF ADVERTISING

_____

(501-3C DOCUMENT MUST BE DATED WITHIN 3 YEARS OF REQUESTED DATE)

****

APPROVED BY: _____ 6-10-24
PROGRAM COORDINATOR — DATE

****

INTERNAL FEE WAIVER APPROVED: _____ _____
DIRECTOR OF LS — DATE

EXTERNAL FEE WAIVER APPROVED: Randall Walker 7-3-24
DIRECTOR OF LS — DATE

****

COUNCIL AGENDA DATE: 8/6/24 _____
SIGNATURE

1/2024

Facility Use Fee Waiver Request Form

Date of Request: May 2, 2024

Name of Person Submitting Request: Elizabeth Ozene

Organization or Group Requesting Fee Waiver:

Name: MSPHI / SHEA Coalition

Address: 5 Olympic Way
Madison, MS 39110

Phone Number: 601-398-4406

Reason for Fee Waiver Request:

The annual SHEA Community Baby Shower. This event is held each year to provide resources and health information to new and expecting moms of the Gulf Coast. This event will provide health screenings, health educational information with guest speakers from a variety of health professionals within the Gulf Coast region. This annual event is free to all new and expecting moms and the public. All vendor spaces will be free to all participating vendors. Participates to the annual SHEA Community Baby Shower will enjoy the all the aspects of a baby shower such as games, food and door prizes. The resources provided during the Community Baby Shower are much needed to help prepare Gulf Coast moms for their little bundles of joy.

Primary Contact Person:

Name: Elizabeth Ozene

Address: 25113 Saint Stephens Rd. Pass Christian, MS

Phone Number: 228-332-1753 E-Mail Address: eozene@msphi.org

Facility/facilities requested: Lyman Community Center Date/s of Event: 09-07-2024

Event Type: SHEA Community Baby Shower

Event Time(start and end): 10 am - 5 pm

Date/s Required for Set Up and Breakdown: 09-06-2024 or 09-07-2024

Anticipated Attendance (Number of Persons per day): 200

Fee Waiver Total: **Rental Fee:** $ 130 X 7 **Hours** = $910.00
(Must include set-up and breakdown times)

Facility Use Fee Waiver Request Form

Circle one:

	Y or N
• Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations? *If yes please, provide us with a copy of your 501 (c) non-profit status with this request.*	■ ☐
• Does applicant intend to sell vendor space or tables?	☐ ■
• Is there a charge to enter this event?	☐ ■
• Is it open and free to the public?	■ ☐

Submitt all documents to Reggie Sims at rsims@gulfport-ms.gov or submit to the facility at the time of completing the Facility Use Application. All Fee Waiver Request must be approved by the City Council. Please note that if your request is approved, you will be responsible for set-up and breakdown of your event (setting up tables and chairs).

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE ITEMS AND STATEMENTS IN THIS REQUEST FOR USE AND ATTEST THAT ALL ARE TRUE. I FURTHER UNDERSTAND THAT THE EVENT DESCRIBED HEREIN SHALL FURTHER BE GOVERNED BY AN ACCOMPANYING AGREEMENT FOR USE OF THE FACILITY AND THE APPLICANT AGREES TO ABIDE BY THE TERMS THEREOF AS WELL AS ANY AND ALL POLICIES THAT THE CITY MAY PROSCRIBE. IT IS FURTHER UNDERSTOOD THAT THE CITY OF GULFPORT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUSE TO ALLOW THE EVENT AND/OR CERTAIN ACTIVITIES OF THE EVENT, AS DESCRIBED HEREIN TO BE HELD IN OR AROUND THE FACILITY.

Elizabeth Ozene

SIGNATURE

Elizabeth Ozene

PRINTED NAME

May 2, 2024

DATE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:
DEC 07 2012

MISSISSIPPI PUBLIC HEALTH INSTITUTE
188 E CAPITOL ST STE 1400
JACKSON, MS 39201

Employer Identification Number:
45-3005888
DLN:
17053273754012
Contact Person:
KEVIN W PAYTON ID# 31454
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
June 3, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

MISSISSIPPI PUBLIC HEALTH INSTITUTE

Sincerely,

Holly O. Paz

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT (ROSE ANDERSON FAMILY REUNION), AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that "[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property"; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve "good order" and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve "good order" and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, requested in Exhibit "A" hereto is in the best interest of the City so as to preserve "good order" and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the portion of street identified in Exhibit "A" hereto shall be closed for the date/times identified in Exhibit "A" (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve "good order" and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

_____

MAYOR

EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: Alicia Chambless, Special Events Administrative Coordinator

DATE: July 25, 2024

RE: Rose Anderson Family Reunion – Road Closure

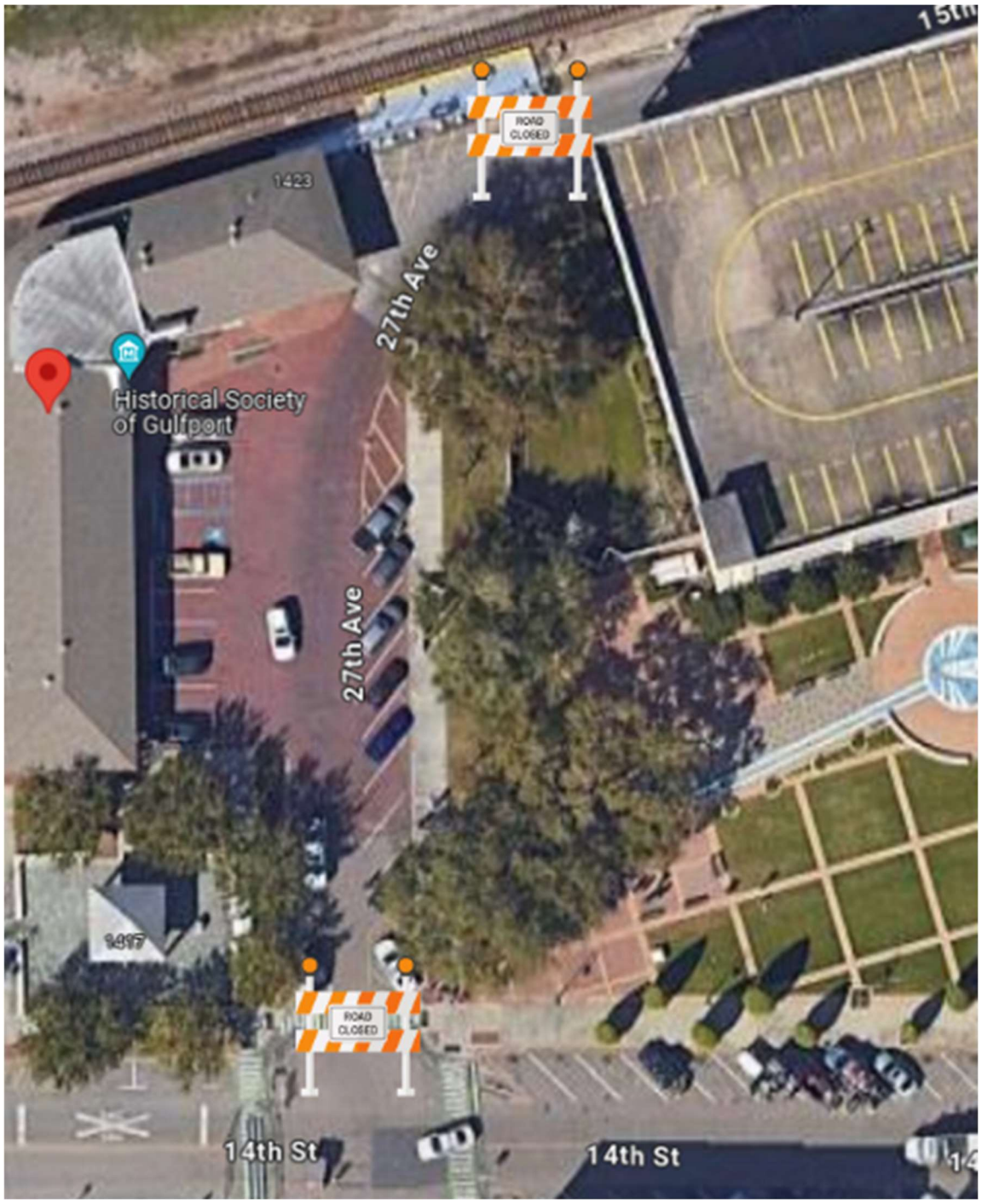
The Rose Anderson Family Reunion is scheduled for August 23, 2024. The family has requested the following street closure from 4:00 pm – 8:00 pm to facilitate the children's activities, including basketball and other games:

- 27th Avenue between 14th Street and 15th Street

This request has been reviewed and approved by the Gulfport Police Department.

Thank you in advance for your consideration. Please reach out if you have any questions.

Alicia Chambless
Special Events Administrative Coordinator
Office of the CAO


ROAD CLOSED
1423
27th Ave
Historical Society of Gulfport
27th Ave
1417
ROAD CLOSED
14th St
14th St

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a "local emergency" pursuant to *Miss. Code Ann*. § 33-15-17(d) and a "civil emergency" pursuant to *Miss. Code Ann*. § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, on October 3, 2023, on October 17, 2023, on November 7, 2023, on December 5, 2023, on December 19, 2023, on January 16, 2024, on February 6, 2024, on March 5, 2024, on April 2, 2024, on April 16, 2024, on May 7, 2024, on June 4, 2024, on July 2, 2024, and on July 16, 2024, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority,

including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

_____

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a "local emergency" pursuant to *Miss. Code Ann*. § 33-15-17(d) and a "civil emergency" pursuant to *Miss. Code Ann*. § 45-17-3, *et seq*., due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq*., Sections 33-15-1, *et seq*., Section 31-7-13(k) and Sections 21-35-19, *et seq*., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October

18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, on October 3, 2023, on October 17, 2023, on November 7, 2023, on December 5, 2023, on December 19, 2023, on January 16, 2024, on February 6, 2024, on March 5, 2024; on April 2, 2024, on April 16, 2024, on May 7, 2024, on June 4, 2024, on July 2, 2024, and on July 16, 2024, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private

corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

_____

MAYOR

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	08/06/24
Department #	415	Budget Amendment Number:	2024-102
Department Name	Building Maintenance		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	281,774	-	-	281,774
Supplies	47,500	10,000	-	57,500
Other Services	170,210	10,842	10,000	191,052
Capital	75,000	(20,000)	(10,000)	45,000
Total Expenditures	**574,484**	**842**	**-**	**575,326**

Total Budget Amendments as a percentage of the total originally adopted budget **0.15%**

SUMMARY:

This budget amendment represents allocating already budgeted funds within the Building Maintenance department.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Building Maintenance Dept.

1038 E. Railroad Street

Gulfport, MS 39501

228-868-5773

MEMORANDUM

To: Todd Harman

From: Ed Hayden

Cc:

Date: 7/19/2024

Re: Budget Amendment for Building Maintenance

Todd,

I am requesting that you present a budget amendment to the City Council on our behalf. I would like monies moved from Building Maintenance Capital Outlay account 415-630100, and be distributed to the following:

- $10,000.00 to Miscellaneous Services and charges account 627900

If you have any questions, please contact me by phone or email.

B/R

Ed Hayden

City of Gulfport

Budget Amendment Request

Fund Name	County Forfeitures and Seizures	Council Meeting Date:	08/06/24
Department #	277	Budget Amendment Number:	2024-103
Department Name	County Forfeitures and Seizures		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental Revnenue	-	42,035	513	42,548
Personnel Services	-	-	-	-
Supplies	95,924	-	-	95,924
Other Services	6,527	-	-	6,527
Capital	551,725	42,035	513	594,273
Total Expenditures	**654,176**	**42,035**	**513**	**696,724**

Total Budget Amendments as a percentage of the total originally adopted budget **6.50%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received from the Circuit Clerk of Harrison County.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper

Date: July 15, 2024

Re: Increase Line Item

The following check was issued by Justin Wetzel's office Circuit Clerk of Harrison County for Restitution for drug related arrests.

Check number (52705) amount of $513.25 (GPD case)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared **Vehicles- 277-*630200***	$513.25	
County/Local Shared Revenue 275-493100		$513.25

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	CNET	Council Meeting Date:	08/06/24
Department #	286	Budget Amendment Number:	2024-104
Department Name	CNET		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental Revenue	-	538	270	808
Personnel Services	-	-	-	-
Supplies	56,948	-	-	56,948
Other Services	-	-	-	-
Capital	14,481	538	270	15,289
Total Expenditures	**71,429**	**538**	**270**	**72,237**

Total Budget Amendments as a percentage of the total originally adopted budget **1.13%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received for the Coastal Narcotics Enforcement Team budget.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Date: April 30, 2024

To: Mayor Billy Hewes and City Council Members

From: Adam Cooper, Chief of Police

Re: Budget Amendment

The following checks were received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

This money comes from CNET cases where restitution has to be paid from defendants.

Check Number 52678 in the amount of $50.00
Check Number 52680 in the amount of $220.00

Total..... $270.00

Revenue line item 285-492600.....$270.00

Expense line items to be increased:

286-630100 Police Narcotics Task Force Capital $270.00

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	08/06/24
Department #	213	Budget Amendment Number:	2024-105
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Charges for Services	5,425,000	6,214	-	5,431,214
Personnel Services	18,019,741	(284,857)	-	17,734,884
Supplies	1,844,706	45,676	-	1,890,382
Other Services	2,408,830	392,242	40,000	2,841,072
Capital	162,000	125,617	-	287,617
Total Expenditures	**22,435,277**	**278,678**	**40,000**	**22,753,955**

Total Budget Amendments as a percentage of the total originally adopted budget **1.42%**

SUMMARY:

As requested by the Police Department, this budget amendment apprpopriates money received from the County Collector for lot assessments to allow for more cleanup efforts.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Deputy Chief Heather Dailey

Date: July 24, 2024

Re: **Budget Amendment/Transfer**

Please transfer $40,000.00 from General Fund, these are funds received back from the Harrison County Tax Collector for Lot Assessments. The total budget of $150,000 (215-625500 Lot Assessment) is mostly expended. In order to continue operations, please increase it by the amount above.

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects	Council Meeting Date:	08/06/24
Department #	100	Budget Amendment Number:	2024-106
Department Name	Capital Projects		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	-	113,154	20,483	133,637
Total	**-**	**113,154**	**20,483**	**133,637**

Total Budget Amendments as a percentage of the total originally adopted budget **#DIV/0!**

SUMMARY:

As requested by the Public Works department, this budget amendment will complete funding the construction, engineering, and inspection contract with Volkert Inc. for the Landon Rd Widening Project.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment – City of Gulfport
PUBLIC WORKS AND ENGINEERING

To: Todd Harman, CPA, Director of Finance

CC: Mayor Billy Hewes
Wayne E. Miller, CAO
J. Tyler Gentry, Director of Public Works
Robert Lee, P.E., Assistant Director of Engineering
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering

Date: 07/25/2024

Re: **Budget Amendment to Fund Construction Engineering and Inspection Contract for Landon Road Widening Project**
- **Volkert, Inc.**

FROM	TO	AMOUNT
City Cash Reserves	345-640200-02804 (CITY (non-reimbursable) Capital Engineering – Landon Road Widening)	$20,482.84
	TOTAL	**$20,482.84**

The Department of Public Works is requesting approval to transfer a total of $20,482.84 from the City's Cash Reserves to the above listed account in order to complete funding for the Construction, Engineering and Inspection (CE&I) contract with Volkert, Inc. for the Landon Road Widening project.

On October 17, 2023 Council approved a Construction, Engineering and Inspection contract with Volkert, Inc. totaling $373,911.63. Previous budget amendments approved by Council have funded most of this contract, but an additional $20,482.84 of non-reimbursable City funds is needed.

I hereby recommend this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	CNET	Council Meeting Date:	08/06/24
Department #	286	Budget Amendment Number:	2024-107
Department Name	CNET		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental Revenue	-	808	50	858
Personnel Services	-	-	-	-
Supplies	56,948	-	-	56,948
Other Services	-	-	-	-
Capital	14,481	808	50	15,339
Total Expenditures	**71,429**	**808**	**50**	**72,287**

Total Budget Amendments as a percentage of the total originally adopted budget **1.20%**

SUMMARY:

As requested by the Police Department, this budget amendment appropriates funds associated with a check received for the Coastal Narcotics Enforcement Team budget.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Date: July 25, 2024

To: Mayor Billy Hewes and City Council Members

From: Adam Cooper, Chief of Police

Re: Budget Amendment

The following check was received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

This money comes from CNET cases where restitution has to be paid from defendants.

Check Number 52766 in the amount of $50.00

Total..... $50.00

Revenue line item 285-492600..... $50.00

Expense line items to be increased:

286-630100 Police Narcotics Task Force Capital $50.00

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects	Council Meeting Date:	08/06/24
Department #		Budget Amendment Number:	2024-108A
Department Name	Capital Projects		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer Out	-	-	1,392,875	1,392,875

Total Budget Amendments as a percentage of the total originally adopted budget **0.00%**

SUMMARY:

At this time, the Finance Department is requesting to create a special revenue fund to track the receipt and expenditures of these restricted use funds and proposes the attached budget amendment to move the fire rebate receipts currently on hand from the Capital Projects fund to the newly created Special Revenue Fund.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport

Budget Amendment Request

Fund Name	Fire Rebate	Council Meeting Date:	08/06/24
Department #		Budget Amendment Number:	2024-108B
Department Name	Fire Rebate		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer In			1,392,875	1,392,875
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	-	-	1,392,875	1,392,875
Total Expenditures	**-**	**-**	**1,392,875**	**1,392,875**

Total Budget Amendments as a percentage of the total originally adopted budget **0.00%**

SUMMARY:

At this time, the Finance Department is requesting to create a special revenue fund to track the receipt and expenditures of these restricted use funds and proposes the attached budget amendment to move the fire rebate receipts currently on hand from the Capital Projects fund to the newly created Special Revenue Fund.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

DEPARTMENT OF
FINANCE AND
ACCOUNTING

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: Todd Harman, Director of Finance and Accounting TH

DATE: July 29, 2024

RE: Budget Amendment 108 – Establishment of Fire Rebate Fund

To date, the City has accumulated $1,392,875.13 in fire rebate payments from the State of Mississippi with the intent to use this money to purchase fire trucks and apparatus.

These revenues are expected to continue for many years. The Finance Department feels that proper tracking of these funds requires the establishment of a special revenue fund to track the receipts and expenditures of this money. This will ensure proper handling of money accumulated year over year for an intended large purchase.

This budget amendment establishes this fund and transfers this money from the Capital Projects fund into the newly established Fire Rebate Fund.

Please reach out if you have any further questions. Thanks in advance for your consideration.

City of Gulfport

Budget Amendment Request

Fund Name	EMS Operations	Council Meeting Date:	08/06/24
Department #		Budget Amendment Number:	2024-109
Department Name	EMS Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer In			44,472	44,472
Personnel Services	-	-	-	-
Supplies	-	-	44,472	44,472
Other Services	-	-	-	-
Capital	-	-	-	-
Total Expenditures	**-**	**-**	**44,472**	**44,472**

Total Budget Amendments as a percentage of the total originally adopted budget **0.00%**

SUMMARY:

At this time, the Finance Department is requesting to create a special revenue fund to track the receipt and expenditures of these restricted use funds and proposes the attached budget amendment to move the EMS operating receipts currently on hand into the newly created Special Revenue Fund.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

DEPARTMENT OF
FINANCE AND
ACCOUNTING

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: Todd Harman, Director of Finance and Accounting TH

DATE: July 29, 2024

RE: Budget Amendment 109 – Establishment of Emergency Medical Services Operation Fund

To date, the City has received $44,472.00 in EMS payments related to the establishment of our ambulance district for the City of Gulfport.

These revenues are expected to continue for many years. The Finance Department feels that proper tracking of these funds requires the establishment of a special revenue fund to track the receipts and expenditures of this money.

This budget amendment establishes this fund and receipts this money into the newly established Emergency Medical Services Operations Fund.

Please reach out if you have any further questions. Thanks in advance for your consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING THE DOCKET OF CLAIMS

WHEREAS, following the City Council's approval of the budget, funds for the City of Gulfport are vested with the Mayor and Administration; and

WHEREAS, claims presented to the City for payment must be approved by the City Council through a Docket of Claims process; and

WHEREAS, the Administration for the City of Gulfport has prepared, certified, and submitted to the City Council a "Docket of Claims" for approval, attached hereto as Exhibit "A"; and

WHEREAS, in submitting this Docket of Claims, the Director of Finance and Accounting has certified to the Council that to the best of his knowledge and belief, all items contained within the Docket of Claims have been properly procured and appear to be within previously budgeted amounts and are lawful and appropriate for payment; and

WHEREAS, in authorizing payment for the Docket, the City Council must rely on this certification and by reliance on this certification, hereby authorizes payment to be issued to satisfy all claims found within the Docket, unless specifically excluded by the Council; and

WHEREAS, it is understood and acknowledged that heretofore, the Dockets of Claims has been presented and certified to the Governing Authority by the Comptroller, or in his absence the Finance Manager or Purchasing Agent, or their designees, upon which the City Council has relied on these certifications and by such reliance, authorized payments to satisfy claims found therein.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Docket of Claims is hereby approved in the form attached hereto as Exhibit "A", except for those claims specifically excluded by the Council.

SECTION 3. That this Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS: **NAYS:** **ABSENT:**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT OF THE COUNCIL**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

_____

MAYOR

City of Gulfport, MS
Cash Balance Report
August 1, 2024

Fund	Object	Account Name	Balance
001	100350	ACCOUNTS PAYABLE CLEARING	50,000.00
001	100351	PAYROLL CLEARING	116,956.06
010	100310	GENERAL FUND	29,795,648.33
030	100409	DISASTER RELIEF	1,056,450.11
100	100306	CASH AQUARIUM	1,329,221.06
100	100405	CAPITAL PROJECTS CITY FUNDED	2,221,821.21
100	100413	COUNCIL BP MONEY	675,651.60
103	100314	W/S CAPITAL PROJECTS	390,334.01
105	100307	ARPA GRANT MONEY	19,578,902.38
107	100402	CONST BOND PROCEEDS 2021	7,613,927.65
107	100404	DFA 2022 HB1353 FUNDING	3,756,283.28
109	100408	MIMA USE TAX RECEIPTS	12,586,459.73
200	100311	COMMUNITY DEVELOPMENT	786,354.83
210	100410	POLICE AND FIRE RETIRMENT	467.08
274	100416	FEDERAL FORFEITURES & SEIZURES	161,231.39
275	100315	FORFEITS AND SEIZURES	178,447.77
285	100318	COASTAL NARCOTICS	102,434.17
300	100406	DEBT SERVICE AD VALOREM TAXES	4,291,765.21
305	100407	DEBT SERVICE MIMA BOND	741,904.85
400	100340	WATER TRUST	3,315,892.82
400	100341	WATER AND SEWER CLEARING	36,558,734.53
405	100411	SOLID WASTE	1,067,520.92
420	100401	HARBOR CLEARING	35,624.60
421	100403	HARBOR LIGHTS CASH	782,222.85
500	100303	GROUP HEALTH	1,772,725.24
500	100357	FLEXIBLE SPENDING ACCOUNT	100,671.06
510	100305	CLAIMS CONTINGENCY	2,155,876.99
510	100414	CLAIMS CONTINGENCY-TORTS	2,313,560.19
510	100415	INSURANCE PREMIUMS	961,038.79
		Total Cash Balances	**$ 134,498,128.71**

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

DATE: 08/07/2024
WARRANT: 08072024
AMOUNT: 3,044,638.17

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T DATACOMM LP	0000		INV	08/07/2024			379369	582475	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 626001		UTIL BILL	TELEPHONE		7.35				
							7.35			
						CHECK TOTAL	**7.35**			
58	A T & T	0011		INV	08/07/2024			378627	581705	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626001		OPERATING	TELEPHONE		503.12				
							503.12			
						CHECK TOTAL	**503.12**			
58	A T & T	0011		INV	08/07/2024			378628	581706	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626001		OPERATING	TELEPHONE		229.62				
							229.62			
						CHECK TOTAL	**229.62**			
58	A T & T	0011		INV	08/07/2024			379367	582473	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626001		OPERATING	TELEPHONE		214.61				
							214.61			
						CHECK TOTAL	**214.61**			
58	A T & T	0011		INV	08/07/2024			379368	582474	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 626001		STS & DRAI	TELEPHONE		1,596.42				
							1,596.42			
						CHECK TOTAL	**1,596.42**			
58	A T & T	0015		INV	08/07/2024			379328	582434	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 111 626001		MAYOR	TELEPHONE		46.71				
							46.71			
						CHECK TOTAL	**46.71**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379329	582435	

ACCOUNT DETAIL					LINE AMOUNT
1	115	626001	COUNCIL	TELEPHONE	40.06
					40.06
				CHECK TOTAL	**40.06**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379330	582436	

ACCOUNT DETAIL					LINE AMOUNT
1	125	626001	CITY COURT	TELEPHONE	269.88
					269.88
				CHECK TOTAL	**269.88**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379331	582437	

ACCOUNT DETAIL					LINE AMOUNT
1	135	626001	CITY ATTY	TELEPHONE	47.73
					47.73
				CHECK TOTAL	**47.73**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379332	582438	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626001	Finance	TELEPHONE	1,412.65
					1,412.65
				CHECK TOTAL	**1,412.65**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379333	582439	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626001	OPERATING	TELEPHONE	1,962.42
					1,962.42
				CHECK TOTAL	**1,962.42**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379334	582440	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626001	FIRE	TELEPHONE	950.35
					950.35
				CHECK TOTAL	**950.35**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379335	582441	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 626001		TRAFFIC	TELEPHONE		186.98			
						186.98			
						CHECK TOTAL	**186.98**		
58	A T & T	0015		INV	08/07/2024		379336	582442	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 626001		ENGINEER	TELEPHONE		28.88			
						28.88			
						CHECK TOTAL	**28.88**		
58	A T & T	0015		INV	08/07/2024		379337	582443	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 335 626001		MAINT GARA	TELEPHONE		22.24			
						22.24			
						CHECK TOTAL	**22.24**		
58	A T & T	0015		INV	08/07/2024		379338	582444	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626001		LEISURE SE	TELEPHONE		2,464.71			
						2,464.71			
						CHECK TOTAL	**2,464.71**		
58	A T & T	0015		INV	08/07/2024		379339	582445	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 146 626001		Grant Mgmt	TELEPHONE		75.68			
						75.68			
						CHECK TOTAL	**75.68**		
58	A T & T	0015		INV	08/07/2024		379340	582446	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 626001		PLAN & ZON	TELEPHONE		336.01			
						336.01			
						CHECK TOTAL	**336.01**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379341	582447	

ACCOUNT DETAIL					LINE AMOUNT
1	144	626001	Bus Dev	TELEPHONE	14.94
					14.94
				CHECK TOTAL	**14.94**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379342	582448	

ACCOUNT DETAIL					LINE AMOUNT
1	445	626001	J T JONES	TELEPHONE	693.27
					693.27
				CHECK TOTAL	**693.27**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379343	582449	

ACCOUNT DETAIL					LINE AMOUNT
1	811	626001	UTIL BILL	TELEPHONE	368.37
					368.37
				CHECK TOTAL	**368.37**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379344	582450	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626001	SEWER	TELEPHONE	12.58
					12.58
				CHECK TOTAL	**12.58**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379345	582451	

ACCOUNT DETAIL					LINE AMOUNT
1	815	626001	WATER	TELEPHONE	486.17
					486.17
				CHECK TOTAL	**486.17**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379346	582452	

ACCOUNT DETAIL					LINE AMOUNT
1	811	626001	UTIL BILL	TELEPHONE	527.83
					527.83
				CHECK TOTAL	**527.83**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379347	582453	
ACCOUNT DETAIL						**LINE AMOUNT**			
1 213 626001			OPERATING	TELEPHONE		527.83			
						527.83			
						CHECK TOTAL	**527.83**		
58	A T & T	0015		INV	08/07/2024		379348	582454	
ACCOUNT DETAIL						**LINE AMOUNT**			
1 411 626001			LEISURE SE	TELEPHONE		527.83			
						527.83			
						CHECK TOTAL	**527.83**		
58	A T & T	0015		INV	08/07/2024		379349	582455	
ACCOUNT DETAIL						**LINE AMOUNT**			
1 111 626001			MAYOR	TELEPHONE		3.04			
						3.04			
						CHECK TOTAL	**3.04**		
58	A T & T	0015		INV	08/07/2024		379350	582456	
ACCOUNT DETAIL						**LINE AMOUNT**			
1 115 626001			COUNCIL	TELEPHONE		2.61			
						2.61			
						CHECK TOTAL	**2.61**		
58	A T & T	0015		INV	08/07/2024		379351	582457	
ACCOUNT DETAIL						**LINE AMOUNT**			
1 125 626001			CITY COURT	TELEPHONE		17.59			
						17.59			
						CHECK TOTAL	**17.59**		
58	A T & T	0015		INV	08/07/2024		379352	582458	
ACCOUNT DETAIL						**LINE AMOUNT**			
1 135 626001			CITY ATTY	TELEPHONE		3.11			
						3.11			
						CHECK TOTAL	**3.11**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379353	582459	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626001	Finance	TELEPHONE	92.07
					92.07
				CHECK TOTAL	**92.07**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379354	582460	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626001	OPERATING	TELEPHONE	127.91
					127.91
				CHECK TOTAL	**127.91**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379355	582461	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626001	FIRE	TELEPHONE	61.94
					61.94
				CHECK TOTAL	**61.94**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379356	582462	

ACCOUNT DETAIL					LINE AMOUNT
1	315	626001	TRAFFIC	TELEPHONE	12.19
					12.19
				CHECK TOTAL	**12.19**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379357	582463	

ACCOUNT DETAIL					LINE AMOUNT
1	325	626001	ENGINEER	TELEPHONE	1.88
					1.88
				CHECK TOTAL	**1.88**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024		379358	582464	

ACCOUNT DETAIL					LINE AMOUNT
1	335	626001	MAINT GARA	TELEPHONE	1.45
					1.45
				CHECK TOTAL	**1.45**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024			379359	582465	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626001		LEISURE SE	TELEPHONE		160.65				
							160.65			
						CHECK TOTAL	**160.65**			
58	A T & T	0015		INV	08/07/2024			379360	582466	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 146 626001		Grant Mgmt	TELEPHONE		4.93				
							4.93			
						CHECK TOTAL	**4.93**			
58	A T & T	0015		INV	08/07/2024			379361	582467	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 626001		PLAN & ZON	TELEPHONE		21.90				
							21.90			
						CHECK TOTAL	**21.90**			
58	A T & T	0015		INV	08/07/2024			379362	582468	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 144 626001		Bus Dev	TELEPHONE		0.97				
							0.97			
						CHECK TOTAL	**0.97**			
58	A T & T	0015		INV	08/07/2024			379363	582469	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626001		J T JONES	TELEPHONE		45.19				
							45.19			
						CHECK TOTAL	**45.19**			
58	A T & T	0015		INV	08/07/2024			379364	582470	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 626001		UTIL BILL	TELEPHONE		24.01				
							24.01			
						CHECK TOTAL	**24.01**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
58	A T & T	0015		INV	08/07/2024			379365	582471	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626001		SEWER	TELEPHONE		0.82				
							0.82			
						CHECK TOTAL	**0.82**			
58	A T & T	0015		INV	08/07/2024			379366	582472	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 626001		WATER	TELEPHONE		31.69				
							31.69			
						CHECK TOTAL	**31.69**			
58	A T & T	0015		INV	08/07/2024			379381	582476	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626001		OPERATING	TELEPHONE		114.64				
							114.64			
						CHECK TOTAL	**114.64**			
58	A T & T	0015		INV	08/07/2024			379382	582477	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626001		OPERATING	TELEPHONE		56.75				
							56.75			
						CHECK TOTAL	**56.75**			
58	A T & T	0015		INV	08/07/2024			379383	582478	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626001		Finance	TELEPHONE		1,438.43				
							1,438.43			
						CHECK TOTAL	**1,438.43**			
60	A1 BATTERY INC	0000	242579	EFT	08/07/2024			378690	581780	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		495.00				
							495.00			
						CHECK TOTAL	**495.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25935	ADVANCED AUTO PARTS	0000	242102	INV	08/07/2024		378169	581233	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			54.04			
						54.04			
25935	ADVANCED AUTO PARTS	0000	242102	INV	08/07/2024		378170	581234	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			146.40			
						146.40			
25935	ADVANCED AUTO PARTS	0000	242102	INV	08/07/2024		378171	581235	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			102.81			
						102.81			
25935	ADVANCED AUTO PARTS	0000	242102	INV	08/07/2024		378172	581236	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			15.30			
						15.30			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378173	581237	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			234.42			
						234.42			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378174	581238	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			17.54			
						17.54			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378175	581239	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			35.35			
						35.35			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378176	581240	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			70.70			
						70.70			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378177	581241	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			159.99			
						159.99			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378178	581242	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			151.59			
						151.59			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378179	581243	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			20.64			
						20.64			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378180	581244	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			347.30			
						347.30			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378182	581246	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			119.88			
						119.88			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378571	581649	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			136.99			
						136.99			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378572	581650	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			748.68			
						748.68			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378573	581651	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			109.99			
						109.99			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378574	581652	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			249.72			
						249.72			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378575	581653	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			105.28			
						105.28			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378576	581654	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			112.80			
						112.80			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378577	581655	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			150.34			
						150.34			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378578	581656	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			467.95			
						467.95			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378579	581657	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			410.12			
						410.12			
25935	ADVANCED AUTO PARTS	0000	242604	INV	08/07/2024		378589	581667	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			376.61			
						376.61			
25935	ADVANCED AUTO PARTS	0000	242604	INV	08/07/2024		378590	581668	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			273.19			
						273.19			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378859	581964	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			23.18			
						23.18			
25935	ADVANCED AUTO PARTS	0000	242471	INV	08/07/2024		378860	581965	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			62.93			
						62.93			
25935	ADVANCED AUTO PARTS	0000	242604	INV	08/07/2024		378861	581966	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			93.98			
						93.98			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25935	ADVANCED AUTO PARTS	0000	242604	INV	08/07/2024		378862	581967	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			506.49			
						506.49			
25935	ADVANCED AUTO PARTS	0000	242604	INV	08/07/2024		378863	581968	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			3.18			
						3.18			
25935	ADVANCED AUTO PARTS	0000	242604	INV	08/07/2024		378864	581969	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			68.68			
						68.68			
25935	ADVANCED AUTO PARTS	0000	242604	INV	08/07/2024		378865	581970	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			227.97			
						227.97			
25935	ADVANCED AUTO PARTS	0000	242604	INV	08/07/2024		378866	581971	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			153.56			
						153.56			
25935	ADVANCED AUTO PARTS	0000	242604	INV	08/07/2024		378867	581973	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			11.69			
						11.69			
						CHECK TOTAL	**5,769.29**		
27268	AIRGAS INC	0001		INV	08/07/2024		378893	581999	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE OPER SUPL			361.10			
						361.10			
						CHECK TOTAL	**361.10**		
40	ALL PHASE ELECTRIC SU	0000	242136	EFT	08/07/2024		378682	581772	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 615800		SEWER LFT STATN			4,333.00			
						4,333.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
40	ALL PHASE ELECTRIC SU	0000	242461	EFT	08/07/2024			379127	582233	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		4,131.50				
							4,131.50			
40	ALL PHASE ELECTRIC SU	0000	242378	EFT	08/07/2024			379128	582234	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		4,873.99				
							4,873.99			
40	ALL PHASE ELECTRIC SU	0000	242428	EFT	08/07/2024			379129	582235	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 624601		ENGINEER	REPAIRS		900.00				
							900.00			
40	ALL PHASE ELECTRIC SU	0000	242410	EFT	08/07/2024			379130	582236	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616400		WATER	WATERWELL		719.48				
							719.48			
40	ALL PHASE ELECTRIC SU	0000	240099	EFT	08/07/2024			379194	582300	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		74.76				
							74.76			
40	ALL PHASE ELECTRIC SU	0000	240099	EFT	08/07/2024			379195	582301	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		99.00				
							99.00			
						CHECK TOTAL	**15,131.73**			
3764	ALL SAFE TECHNOLOGIES	0000	242163	INV	08/07/2024			378720	581810	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 345 630100 24036		CP-CAP	CAP OTLY		3,695.00				
							3,695.00			
						CHECK TOTAL	**3,695.00**			
93295	ALLEN BEVERAGES, INC	0000	240180	INV	08/07/2024			378845	581950	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610700		LEISURE SE	OPER SUPL		330.00				
							330.00			
						CHECK TOTAL	**330.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42875	ALLISTONS LLC	0000	242026	EFT	08/07/2024		377885	580941	

ACCOUNT DETAIL				LINE AMOUNT
1	125 630100	CITY COURT CAP OTLY		136.94

136.94

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42875	ALLISTONS LLC	0000	242237	EFT	08/07/2024		377886	580942	

ACCOUNT DETAIL				LINE AMOUNT
1	125 630100	CITY COURT CAP OTLY		179.92

179.92

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42875	ALLISTONS LLC	0000	242009	EFT	08/07/2024		378164	581227	

ACCOUNT DETAIL				LINE AMOUNT
1	447 614110	HRB LGT EX RESALE		3,461.85

3,461.85

CHECK TOTAL **3,778.71**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
936	MOBILE MEDIC AMBULANC	0000		INV	08/07/2024		378183	581247	

ACCOUNT DETAIL				LINE AMOUNT
1	213 622900	OPERATING MEDICAL		553.36

553.36

CHECK TOTAL **553.36**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
31315	AMERICAN MUNICIPAL SE	0000		EFT	08/07/2024		378759	581854	

ACCOUNT DETAIL				LINE AMOUNT
1	811 620900	UTIL BILL CONTRACT		841.60

841.60

CHECK TOTAL **841.60**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43345	ANTHONY S BERMUDEZ	0000		INV	08/07/2024		378099	581159	

ACCOUNT DETAIL				LINE AMOUNT
1	290 626900	FIRE TRAVEL		116.00

116.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43345	ANTHONY S BERMUDEZ	0000		INV	08/07/2024		378721	581811	

ACCOUNT DETAIL				LINE AMOUNT
1	290 622300	FIRE TRAIN PRG		116.00

116.00

CHECK TOTAL **232.00**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
70340	CHAD ASHER	0000		INV	08/07/2024		378121	581182	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 622300		FIRE	TRAIN PRG		175.00			
						175.00			
						CHECK TOTAL	**175.00**		
39312	AT&T MOBILITY II LLC	0000		INV	08/07/2024		378768	581867	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626001		OPERATING	TELEPHONE		9,672.49			
						9,672.49			
						CHECK TOTAL	**9,672.49**		
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379753	582861	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626001		LEISURE SE	TELEPHONE		130.41			
						130.41			
						CHECK TOTAL	**130.41**		
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379754	582862	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 147 626001		Marketing	TELEPHONE		49.95			
						49.95			
						CHECK TOTAL	**49.95**		
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379755	582863	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626001		WATER	TELEPHONE		80.46			
						80.46			
						CHECK TOTAL	**80.46**		
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379756	582864	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 626001		HRB LGT EX	TELEPHONE		49.95			
						49.95			
						CHECK TOTAL	**49.95**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379757	582865	

ACCOUNT DETAIL						LINE AMOUNT
1	145	626001		Finance	TELEPHONE	49.95
						49.95
					CHECK TOTAL	**49.95**

39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379758	582866	

ACCOUNT DETAIL						LINE AMOUNT
1	143	626001		CAO Office	TELEPHONE	7.82
						7.82
					CHECK TOTAL	**7.82**

39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379759	582867	

ACCOUNT DETAIL						LINE AMOUNT
1	290	626001		FIRE	TELEPHONE	1,456.34
						1,456.34
					CHECK TOTAL	**1,456.34**

39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379760	582868	

ACCOUNT DETAIL						LINE AMOUNT
1	290	620900	24028	FIRE	CONTRACT	397.26
						397.26
					CHECK TOTAL	**397.26**

39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379761	582869	

ACCOUNT DETAIL						LINE AMOUNT
1	611	626001		PLAN & ZON	TELEPHONE	50.96
						50.96
					CHECK TOTAL	**50.96**

39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379762	582870	

ACCOUNT DETAIL						LINE AMOUNT
1	143	626001		CAO Office	TELEPHONE	44.35
						44.35
					CHECK TOTAL	**44.35**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024			379763	582871	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 626001		STS & DRAI	TELEPHONE		47.14				
							47.14			
						CHECK TOTAL	**47.14**			
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024			379764	582872	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 313 626001		PUB WORK A	TELEPHONE		341.31				
							341.31			
						CHECK TOTAL	**341.31**			
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024			379765	582873	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 626001		ENGINEER	TELEPHONE		415.14				
							415.14			
						CHECK TOTAL	**415.14**			
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024			379766	582874	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 315 626001		TRAFFIC	TELEPHONE		339.48				
							339.48			
						CHECK TOTAL	**339.48**			
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024			379767	582875	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 626001		WATER	TELEPHONE		407.61				
							407.61			
						CHECK TOTAL	**407.61**			
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024			379768	582876	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 626001		SEWER	TELEPHONE		90.15				
							90.15			
						CHECK TOTAL	**90.15**			

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Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39312	AT&T MOBILITY II LLC	0001		INV	08/07/2024		379769	582877	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 626001		PLAN & ZON TELEPHONE			472.43			
						472.43			
						CHECK TOTAL	**472.43**		
41013	ATLANTIC SIGNAL, LLC	0000	242432	EFT	08/07/2024		378441	581509	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610700		OPERATING OPER SUPL			3,680.00			
						3,680.00			
						CHECK TOTAL	**3,680.00**		
5078	AUTO ZONE INC	0000	241911	INV	08/07/2024		378185	581249	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			17.45			
						17.45			
5078	AUTO ZONE INC	0000	242374	INV	08/07/2024		378186	581250	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			40.99			
						40.99			
5078	AUTO ZONE INC	0000	242374	INV	08/07/2024		378187	581251	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			429.32			
						429.32			
5078	AUTO ZONE INC	0000	242374	INV	08/07/2024		378188	581252	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			20.84			
						20.84			
5078	AUTO ZONE INC	0000	242374	INV	08/07/2024		378189	581253	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			107.34			
						107.34			
5078	AUTO ZONE INC	0000	242374	INV	08/07/2024		378190	581254	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			48.49			
						48.49			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	242374	INV	08/07/2024		378580	581658	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			749.99			
						749.99			
5078	AUTO ZONE INC	0000	242374	INV	08/07/2024		378581	581659	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			319.81			
						319.81			
5078	AUTO ZONE INC	0000	242374	INV	08/07/2024		378582	581660	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			152.99			
						152.99			
5078	AUTO ZONE INC	0000	242374	INV	08/07/2024		378583	581661	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			67.13			
						67.13			
5078	AUTO ZONE INC	0000	242531	INV	08/07/2024		378584	581662	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			75.99			
						75.99			
5078	AUTO ZONE INC	0000	242531	INV	08/07/2024		378585	581663	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			268.95			
						268.95			
5078	AUTO ZONE INC	0000	242531	INV	08/07/2024		378586	581664	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			126.99			
						126.99			
5078	AUTO ZONE INC	0000	242531	INV	08/07/2024		378587	581665	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			292.99			
						292.99			
5078	AUTO ZONE INC	0000	241386	INV	08/07/2024		378868	581974	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			8.62			
						8.62			

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Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
5078	AUTO ZONE INC	0000	242531	INV	08/07/2024		378869	581975	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		91.92			
						91.92			
5078	AUTO ZONE INC	0000	242531	INV	08/07/2024		378870	581976	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		241.98			
						241.98			
5078	AUTO ZONE INC	0000	242531	INV	08/07/2024		378871	581977	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		42.99			
						42.99			
5078	AUTO ZONE INC	0000	242531	INV	08/07/2024		378872	581978	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		43.64			
						43.64			
5078	AUTO ZONE INC	0000	242531	INV	08/07/2024		378873	581979	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		109.60			
						109.60			
5078	AUTO ZONE INC	0000	242531	INV	08/07/2024		378874	581980	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		84.17			
						84.17			
						CHECK TOTAL	**3,342.19**		
25373	AUTOMATION PERSONNEL	0000		EFT	08/07/2024		378448	581516	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		1,175.46			
						1,175.46			
25373	AUTOMATION PERSONNEL	0000		EFT	08/07/2024		378563	581640	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		1,175.46			
						1,175.46			
25373	AUTOMATION PERSONNEL	0000		EFT	08/07/2024		378633	581711	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 627800		Events	EVENT		318.52			
						318.52			

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
25373	AUTOMATION PERSONNEL	0000		EFT	08/07/2024		378634	581712	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		1,175.46			
						1,175.46			
25373	AUTOMATION PERSONNEL	0000		EFT	08/07/2024		378825	581929	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		2,445.30			
						2,445.30			
						CHECK TOTAL	**6,290.20**		
40197	AWARDS UNLIMITED	0000	242541	INV	08/07/2024		378771	581870	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 610400		PLAN & ZON	OFF SUPPLS		28.00			
						28.00			
40197	AWARDS UNLIMITED	0000	242550	INV	08/07/2024		378772	581871	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 610400		PLAN & ZON	OFF SUPPLS		14.00			
						14.00			
						CHECK TOTAL	**42.00**		
42599	BAGWELL TRUCK AND EQU	0000		EFT	08/07/2024		379212	582318	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		2,048.96			
						2,048.96			
42599	BAGWELL TRUCK AND EQU	0000		EFT	08/07/2024		379214	582320	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		497.98			
						497.98			
42599	BAGWELL TRUCK AND EQU	0000		EFT	08/07/2024		379215	582321	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		370.00			
						370.00			
42599	BAGWELL TRUCK AND EQU	0000		EFT	08/07/2024		379216	582322	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		786.53			
						786.53			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42599	BAGWELL TRUCK AND EQU	0000		EFT	08/07/2024		379217	582323	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		1,302.69			
						1,302.69			
42599	BAGWELL TRUCK AND EQU	0000		EFT	08/07/2024		379218	582324	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		1,342.46			
						1,342.46			
						CHECK TOTAL	**6,348.62**		
11073	BAY ICE CO INC	0000	240187	EFT	08/07/2024		378544	581615	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614110		J T JONES	GOODS-RETA		137.50			
						137.50			
11073	BAY ICE CO INC	0000	240187	EFT	08/07/2024		378545	581616	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614110		J T JONES	GOODS-RETA		192.50			
						192.50			
11073	BAY ICE CO INC	0000	240187	EFT	08/07/2024		378546	581617	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614110		J T JONES	GOODS-RETA		165.00			
						165.00			
11073	BAY ICE CO INC	0000	240187	EFT	08/07/2024		378547	581618	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614110		J T JONES	GOODS-RETA		35.75			
						35.75			
11073	BAY ICE CO INC	0000	240187	EFT	08/07/2024		378744	581837	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614110		J T JONES	GOODS-RETA		82.50			
						82.50			
						CHECK TOTAL	**613.25**		
129	BAY MOTOR WINDING INC	0000	242537	EFT	08/07/2024		378693	581783	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 620900		SEWER	CONTRACT		1,312.50			
						1,312.50			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
129	BAY MOTOR WINDING INC	0000	242462	EFT	08/07/2024		379143	582249	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 615800		SEWER	LFT STATN		4,997.45			
						4,997.45			
					CHECK TOTAL	**6,309.95**			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024		379169	582275	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		407.00			
						407.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024		379170	582276	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		207.00			
						207.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024		379171	582277	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		926.25			
						926.25			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024		379172	582278	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		574.00			
						574.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024		379173	582279	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		490.50			
						490.50			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024		379174	582280	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		407.00			
						407.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024		379175	582281	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		782.75			
						782.75			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024		379176	582282	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 614300		WATER	GRAVEL		1,088.00			
						1,088.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024			379177	582283	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 614300		WATER	GRAVEL		574.00				
							574.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024			379178	582284	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 614300		WATER	GRAVEL		407.00				
							407.00			
19719	BAYOU CONCRETE, LLC	0001	242005	EFT	08/07/2024			379179	582285	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 614300		WATER	GRAVEL		1,055.00				
							1,055.00			
						CHECK TOTAL	**6,918.50**			
6370	BEARD EQUIPMENT COMPA	0000	240120	INV	08/07/2024			378119	581180	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		195.37				
							195.37			
						CHECK TOTAL	**195.37**			
42810	BECKWORKS LLC	0000	242619	EFT	08/07/2024			378649	581738	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 624601		BLDG MAINT	REPAIRS		666.00				
							666.00			
42810	BECKWORKS LLC	0000	242512	EFT	08/07/2024			378651	581740	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 620900		SEWER	CONTRACT		4,158.00				
							4,158.00			
42810	BECKWORKS LLC	0000	242494	EFT	08/07/2024			378683	581773	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		148.00				
							148.00			
						CHECK TOTAL	**4,972.00**			
43065	BENJAMIN FORD	0000	242482	INV	08/07/2024			378491	581559	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626900		OPERATING	TRAVEL		225.00				
							225.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**225.00**			
144	BENVENUTTI ELECTRICAL	0000	242643	EFT	08/07/2024			379144	582250	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		1,298.00				
							1,298.00			
						CHECK TOTAL	**1,298.00**			
39331	BXS INSURANCE, INC	0001		EFT	08/07/2024			378156	581219	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 915 629300		WORKCOMP	INS PREM		4,388.15				
							4,388.15			
39331	BXS INSURANCE, INC	0001		EFT	08/07/2024			378437	581505	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 915 629300		WORKCOMP	INS PREM		7,133.15				
							7,133.15			
						CHECK TOTAL	**11,521.30**			
25676	CELLULAR SOUTH, INC	0003	241794	INV	08/07/2024			378543	581612	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 365 620900 24025		CITYFUND	CONTRACT		16,759.13				
							16,759.13			
						CHECK TOTAL	**16,759.13**			
25676	CELLULAR SOUTH, INC	0003		INV	08/07/2024			379125	582231	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626001		LEISURE SE	TELEPHONE		414.24				
							414.24			
						CHECK TOTAL	**414.24**			
70000	CABLE ONE	0000		INV	08/07/2024			379103	582209	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		78.97				
							78.97			
70000	CABLE ONE	0000		INV	08/07/2024			379104	582210	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		60.00				
							60.00			

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
70000	CABLE ONE	0000		INV	08/07/2024		379105	582211	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			85.00			
						85.00			
70000	CABLE ONE	0000		INV	08/07/2024		379106	582212	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			60.00			
						60.00			
70000	CABLE ONE	0000		INV	08/07/2024		379107	582213	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			72.50			
						72.50			
70000	CABLE ONE	0000		INV	08/07/2024		379108	582214	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			60.00			
						60.00			
70000	CABLE ONE	0000		INV	08/07/2024		379109	582215	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			75.00			
						75.00			
70000	CABLE ONE	0000		INV	08/07/2024		379110	582216	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			73.38			
						73.38			
70000	CABLE ONE	0000		INV	08/07/2024		379111	582217	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			60.00			
						60.00			
70000	CABLE ONE	0000		INV	08/07/2024		379112	582218	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES CONTRACT			189.91			
						189.91			
70000	CABLE ONE	0000		INV	08/07/2024		379113	582219	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			275.93			
						275.93			

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
70000	CABLE ONE	0000		INV	08/07/2024		379114	582220	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			300.00			
						300.00			
70000	CABLE ONE	0000		INV	08/07/2024		379115	582221	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			60.00			
						60.00			
70000	CABLE ONE	0000		INV	08/07/2024		379116	582222	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			78.97			
						78.97			
70000	CABLE ONE	0000		INV	08/07/2024		379117	582223	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620900		OPERATING CONTRACT			180.50			
						180.50			
70000	CABLE ONE	0000		INV	08/07/2024		379118	582224	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance CONTRACT			192.50			
						192.50			
70000	CABLE ONE	0000		INV	08/07/2024		379119	582225	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 620900		Finance CONTRACT			328.34			
						328.34			
70000	CABLE ONE	0000		INV	08/07/2024		379120	582226	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			300.00			
						300.00			
70000	CABLE ONE	0000		INV	08/07/2024		379121	582227	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX CONTRACT			321.00			
						321.00			
70000	CABLE ONE	0000		INV	08/07/2024		379122	582228	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX CONTRACT			321.00			
						321.00			

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
70000	CABLE ONE	0000		INV	08/07/2024		379123	582229	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626001		FIRE	TELEPHONE		3,055.57			
						3,055.57			
						CHECK TOTAL	**6,228.57**		
40813	CALLYO 2009 CORP	0001	242552	INV	08/07/2024		378486	581554	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 627900		OPERATING	MISC		5,736.00			
						5,736.00			
						CHECK TOTAL	**5,736.00**		
38362	CDW LLC	0001	242420	EFT	08/07/2024		378124	581185	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 365 620900 24025		CITYFUND	CONTRACT		9,738.20			
						9,738.20			
38362	CDW LLC	0001	242335	EFT	08/07/2024		378138	581200	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610700		OPERATING	OPER SUPL		272.88			
						272.88			
38362	CDW LLC	0001	242305	EFT	08/07/2024		378460	581528	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 621700		INFO TECH	MAINT CONT		12,168.46			
						12,168.46			
38362	CDW LLC	0001	242478	EFT	08/07/2024		378655	581746	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 621700		INFO TECH	MAINT CONT		42.52			
						42.52			
						CHECK TOTAL	**22,222.06**		
23107	CENTERPOINT ENERGY RE	0000		INV	08/07/2024		378191	581255	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626004		OPERATING	GAS		19.12			
						19.12			
23107	CENTERPOINT ENERGY RE	0000		INV	08/07/2024		379013	582119	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626004		OPERATING	GAS		37.08			
						37.08			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23107	CENTERPOINT ENERGY RE	0000		INV	08/07/2024		379014	582120	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		63.20			
						63.20			
23107	CENTERPOINT ENERGY RE	0000		INV	08/07/2024		379015	582121	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626004		LEISURE SE	GAS		42.81			
						42.81			
23107	CENTERPOINT ENERGY RE	0000		INV	08/07/2024		379016	582122	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		52.76			
						52.76			
23107	CENTERPOINT ENERGY RE	0000		INV	08/07/2024		379386	582482	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626004		FIRE	GAS		59.11			
						59.11			
						CHECK TOTAL	**274.08**		
923	CENTRAL PIPE SUPPLY I	0000	242191	EFT	08/07/2024		379133	582239	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		1,044.37			
						1,044.37			
923	CENTRAL PIPE SUPPLY I	0000	242191	EFT	08/07/2024		379134	582240	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		907.60			
						907.60			
923	CENTRAL PIPE SUPPLY I	0000	242191	EFT	08/07/2024		379135	582241	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		171.64			
						171.64			
923	CENTRAL PIPE SUPPLY I	0000	242191	EFT	08/07/2024		379136	582242	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		377.51			
						377.51			
923	CENTRAL PIPE SUPPLY I	0000	241336	EFT	08/07/2024		379138	582244	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		327.15			
						327.15			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**2,828.27**			
20675	CHANCELLOR SUPPLY, IN	0001	242557	EFT	08/07/2024			378646	581730	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 611000		HRB LGT EX BLDG MATLS			611.01				
							611.01			
20675	CHANCELLOR SUPPLY, IN	0001	242411	EFT	08/07/2024			378692	581782	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		3,079.78				
							3,079.78			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	08/07/2024			379196	582302	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		127.22				
							127.22			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	08/07/2024			379197	582303	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		15.27				
							15.27			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	08/07/2024			379198	582304	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		20.44				
							20.44			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	08/07/2024			379199	582305	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		3.68				
							3.68			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	08/07/2024			379200	582306	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		248.40				
							248.40			
20675	CHANCELLOR SUPPLY, IN	0001	240127	EFT	08/07/2024			379201	582307	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		97.05				
							97.05			
						CHECK TOTAL	**4,202.85**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43348	CHASE T JONES	0000		INV	08/07/2024		378102	581162	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		116.00			
						116.00			
43348	CHASE T JONES	0000		INV	08/07/2024		378723	581813	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		116.00			
						116.00			
						CHECK TOTAL	**232.00**		
42885	CHRISTOPHER W MCKISSI	0000	242561	INV	08/07/2024		378482	581550	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626900		OPERATING	TRAVEL		225.00			
						225.00			
						CHECK TOTAL	**225.00**		
166	CINTAS CORP 240	0000		EFT	08/07/2024		378463	581531	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610100		OPERATING	JANITORIAL		27.27			
						27.27			
166	CINTAS CORP 240	0000		EFT	08/07/2024		378727	581817	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 610100		OPERATING	JANITORIAL		27.27			
						27.27			
166	CINTAS CORP 240	0000	240944	EFT	08/07/2024		378778	581879	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 610700		LEISURE SE	OPER SUPL		85.41			
						85.41			
166	CINTAS CORP 240	0000		EFT	08/07/2024		378894	582001	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 612500		LEISURE SE	UNIFORMS		9,239.67			
						9,239.67			
166	CINTAS CORP 240	0000		EFT	08/07/2024		379219	582325	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 620900		STS & DRAI	CONTRACT		128.01			
						128.01			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
166	CINTAS CORP 240	0000		EFT	08/07/2024			379220	582326	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 620900		STS & DRAI	CONTRACT		194.62				
							194.62			
166	CINTAS CORP 240	0000		EFT	08/07/2024			379221	582327	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 620900		STS & DRAI	CONTRACT		194.62				
							194.62			
						CHECK TOTAL	**9,896.87**			
33798	CINTAS CORPORATION NO	0000		EFT	08/07/2024			378457	581525	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 143 610100		CAO Office	JANITORIAL		12.36				
	2 111 621700		MAYOR	MAINT CONT		12.35				
	3 147 610100		Marketing	JANITORIAL		12.36				
							37.07			
						CHECK TOTAL	**37.07**			
90089	CITY OF GULFPORT	0000		INV	08/07/2024			378903	582010	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626003		J T JONES	WATER		527.36				
							527.36			
90089	CITY OF GULFPORT	0000		INV	08/07/2024			378904	582011	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626003		J T JONES	WATER		39.00				
							39.00			
90089	CITY OF GULFPORT	0000		INV	08/07/2024			378905	582012	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626003		J T JONES	WATER		45.20				
							45.20			
90089	CITY OF GULFPORT	0000		INV	08/07/2024			378906	582013	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626003		J T JONES	WATER		245.40				
							245.40			
90089	CITY OF GULFPORT	0000		INV	08/07/2024			378907	582014	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 626003		J T JONES	WATER		49.16				
							49.16			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378908	582015	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626003	Finance	WATER	242.51

242.51

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378909	582016	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626003	Finance	WATER	513.98

513.98

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378910	582017	

ACCOUNT DETAIL					LINE AMOUNT
1	445	626003	J T JONES	WATER	166.10

166.10

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378911	582018	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626003	OPERATING	WATER	979.21

979.21

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378912	582019	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626003	OPERATING	WATER	39.00

39.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378913	582020	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626003	FIRE	WATER	299.90

299.90

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378914	582021	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626003	LEISURE SE	WATER	128.90

128.90

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378915	582022	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626003	LEISURE SE	WATER	76.20

76.20

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378916	582023	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626003	LEISURE SE	WATER	39.00

39.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378917	582024	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626003	LEISURE SE	WATER	863.60

863.60

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378918	582025	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626003	FIRE	WATER	313.28

313.28

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378919	582026	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626003	LEISURE SE	WATER	130.71

130.71

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378920	582027	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626003	Finance	WATER	5.80

5.80

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378921	582028	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626003	Finance	WATER	5.80

5.80

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378922	582029	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626003	LEISURE SE	WATER	5.80

5.80

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378923	582030	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626003	LEISURE SE	WATER	76.20

76.20

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378924	582031	

ACCOUNT DETAIL					LINE AMOUNT
1	145	626003	Finance	WATER	5.80

5.80

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378925	582032	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626003	OPERATING	WATER	24.24

24.24

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378926	582033	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 626003		OPERATING WATER			60.86			
						60.86			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378927	582034	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378928	582035	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378929	582036	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378930	582037	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378931	582038	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378932	582039	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378933	582040	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 626003		BLDG MAINT WATER			85.16			
						85.16			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378934	582041	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		Finance WATER			11.70			
						11.70			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378935	582042	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		Finance	WATER		166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378936	582043	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		149.16			
						149.16			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378937	582044	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		Finance	WATER		113.16			
						113.16			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378938	582045	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 626003		HRB LGT EX	WATER		309.06			
						309.06			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378939	582046	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE	WATER		861.86			
						861.86			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378940	582047	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		Finance	WATER		24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378941	582048	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626003		STS & DRAI	WATER		74.76			
						74.76			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378942	582049	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER	WATER		5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378943	582050	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER	WATER		5.80			
						5.80			

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378944	582051	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			63.24			
						63.24			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378945	582052	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 313 626003		PUB WORK AWATER			411.00			
						411.00			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378946	582053	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626003		STS & DRAI WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378947	582054	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626003		STS & DRAI WATER			24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378948	582055	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626003		Finance WATER			24.24			
						24.24			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378949	582056	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			376.90			
						376.90			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378950	582057	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			42.10			
						42.10			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378951	582058	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE WATER			389.42			
						389.42			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378952	582059	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			70.00			
						70.00			

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378953	582060	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			60.24			
						60.24			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378954	582061	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE WATER			136.36			
						136.36			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378955	582062	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER WATER			44.80			
						44.80			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378956	582063	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE WATER			202.10			
						202.10			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378957	582064	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378958	582065	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378959	582066	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			5.80			
						5.80			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378960	582067	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			85.50			
						85.50			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378961	582068	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			367.60			
						367.60			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378962	582069	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			26.70			
						26.70			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378963	582070	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			39.00			
						39.00			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378964	582071	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			11.70			
						11.70			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378965	582072	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			287.00			
						287.00			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378966	582073	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			113.16			
						113.16			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378967	582074	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626003		WATER WATER			42.10			
						42.10			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378968	582075	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			487.22			
						487.22			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378969	582076	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626003		LEISURE SE WATER			166.10			
						166.10			
90089	CITY OF GULFPORT	0000		INV	08/07/2024		378970	582077	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626003		FIRE WATER			149.16			
						149.16			
						CHECK TOTAL	**10,467.29**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
190	COAST CHLORINATOR CO	0000	242473	EFT	08/07/2024		378689	581779	

ACCOUNT DETAIL					LINE AMOUNT
1	815	616700	WATER	WATERLINE	470.00

470.00

190	COAST CHLORINATOR CO	0000	240025	EFT	08/07/2024		379188	582294	

ACCOUNT DETAIL					LINE AMOUNT
1	815	616700	WATER	WATERLINE	111.00

111.00

CHECK TOTAL **581.00**

193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379387	582483	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002	SEWER	ELECTRIC	342.32

342.32

193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379388	582484	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002	SEWER	ELECTRIC	86.62

86.62

193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379389	582485	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100	ENGINEER	STREET LHT	1,571.75

1,571.75

193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379390	582486	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002	SEWER	ELECTRIC	1.29

1.29

193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379391	582487	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626002	LEISURE SE	ELECTRIC	425.00

425.00

193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379392	582488	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002	SEWER	ELECTRIC	103.48

103.48

193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379393	582489	

ACCOUNT DETAIL					LINE AMOUNT
1	815	626002	WATER	ELECTRIC	2,534.26

2,534.26

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379394	582490	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		87.20			
						87.20			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379395	582491	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		59.02			
						59.02			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379396	582492	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		61.81			
						61.81			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379397	582493	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		98.59			
						98.59			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379398	582494	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		74.93			
						74.93			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379399	582495	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		101.67			
						101.67			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379400	582496	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		71.54			
						71.54			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379401	582497	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		478.63			
						478.63			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379402	582498	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		98.65			
						98.65			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379403	582499	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		157.83			
						157.83			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379404	582500	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		207.74			
						207.74			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379405	582501	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		3,605.77			
						3,605.77			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379406	582502	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		738.13			
						738.13			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379407	582503	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		2,012.16			
						2,012.16			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379408	582504	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		2,141.31			
						2,141.31			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379409	582505	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		99.45			
						99.45			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379410	582506	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		284.64			
						284.64			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379411	582507	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		168.60			
						168.60			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379412	582508	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		3,733.64			
						3,733.64			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379413	582509	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		3,127.57			
						3,127.57			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379414	582510	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		76.75			
						76.75			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379415	582511	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		1,075.58			
						1,075.58			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379416	582512	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		72.53			
						72.53			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379417	582513	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		118.98			
						118.98			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379418	582514	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		70.05			
						70.05			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379419	582515	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		97.74			
						97.74			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379420	582516	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		64.00			
						64.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379421	582517	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		63.97			
						63.97			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379422	582518	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		63.88			
						63.88			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379423	582519	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		55.38			
						55.38			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379424	582520	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		56.59			
						56.59			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379425	582521	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		376.77			
						376.77			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379426	582522	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		1,621.52			
						1,621.52			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379427	582523	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		156.83			
						156.83			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379428	582524	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		64.81			
						64.81			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379429	582525	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		101.03			
						101.03			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379430	582526	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		81.79			
						81.79			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379431	582527	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		57.58			
						57.58			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379432	582528	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		57.90			
						57.90			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379433	582529	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		78.45			
						78.45			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379434	582530	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		67.90			
						67.90			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379435	582531	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		146.35			
						146.35			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379436	582532	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		154.15			
						154.15			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379437	582533	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		65.06			
						65.06			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379438	582534	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		106.03			
						106.03			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379439	582535	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		1,352.68			
						1,352.68			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379440	582536	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		81.63			
						81.63			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379441	582537	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		3,824.70			
						3,824.70			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379442	582538	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		5,358.73			
						5,358.73			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379443	582539	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		6,055.16			
						6,055.16			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379444	582540	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		89.86			
						89.86			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379445	582541	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		7,010.72			
						7,010.72			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379446	582542	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		7,841.27			
						7,841.27			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379447	582543	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626002		STS & DRAI	ELECTRIC		65.00			
						65.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379448	582544	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626002		WATER	ELECTRIC		2,475.18			
						2,475.18			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379449	582545	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		70.41			
						70.41			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379450	582546	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		57.53			
						57.53			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379451	582547	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		77.84			
						77.84			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379452	582548	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		72.38			
						72.38			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379453	582549	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626002		FIRE	ELECTRIC		547.50			
						547.50			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379454	582550	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626002		FIRE	ELECTRIC		703.83			
						703.83			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379455	582551	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		54.32			
						54.32			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379456	582552	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		63.09			
						63.09			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379457	582553	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		64.16			
						64.16			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379458	582554	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		430.20			
						430.20			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379459	582555	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		72.47			
						72.47			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379460	582556	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		59.07			
						59.07			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379461	582557	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		173.00			
						173.00			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379462	582558	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		1,420.46			
						1,420.46			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379463	582559	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		502.36			
						502.36			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379464	582560	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		81.01			
						81.01			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379465	582561	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		168.19			
						168.19			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379466	582562	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		75.99			
						75.99			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379467	582563	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		1,059.20			
						1,059.20			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379468	582564	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		4,175.39			
						4,175.39			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379469	582565	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		64.68			
						64.68			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379470	582566	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		440.08			
						440.08			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379471	582567	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		140.12			
						140.12			
193	COAST ELECTRIC POWER	0000		INV	08/07/2024		379472	582568	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		24.90			
						24.90			
						CHECK TOTAL	**72,178.33**		
15664	COASTLINE FARM & GARD	0000	242549	INV	08/07/2024		378700	581790	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 610700		TRAFFIC	OPER SUPL		243.00			
						243.00			
						CHECK TOTAL	**243.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
29073	COBURN SUPPLY COMPANY	0000	241178	INV	08/07/2024		378735	581828	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		5.51			
						5.51			
						CHECK TOTAL	**5.51**		
42007	COMMUNICATIONS INTERN	0000	241883	EFT	08/07/2024		378115	581175	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		171.30			
						171.30			
42007	COMMUNICATIONS INTERN	0000	241883	EFT	08/07/2024		378527	581596	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		282.88			
						282.88			
						CHECK TOTAL	**454.18**		
42220	CONNOR L DEDEAUX	0000		INV	08/07/2024		378773	581872	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 622300		FIRE	TRAIN PRG		175.00			
						175.00			
						CHECK TOTAL	**175.00**		
177	CONSOLIDATED PIPE CO	0000	242154	INV	08/07/2024		378703	581793	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		1,160.00			
						1,160.00			
177	CONSOLIDATED PIPE CO	0000	242385	INV	08/07/2024		378704	581794	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		320.00			
						320.00			
						CHECK TOTAL	**1,480.00**		
20659	CORNETT BOLT & SCREW,	0000	240125	EFT	08/07/2024		378875	581981	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		3.88			
						3.88			
						CHECK TOTAL	**3.88**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
37710	COVINGTON CIVIL & ENV	0000	232533	EFT	08/07/2024		378668	581758	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 030 640200 ZETA		HURRICANE CAP ENG			4,260.50			
						4,260.50			
37710	COVINGTON CIVIL & ENV	0000	232533	EFT	08/07/2024		378669	581759	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 030 640200 ZETA		HURRICANE CAP ENG			2,662.00			
						2,662.00			
37710	COVINGTON CIVIL & ENV	0000	232533	EFT	08/07/2024		378670	581760	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 030 640200 ZETA		HURRICANE CAP ENG			1,808.00			
						1,808.00			
37710	COVINGTON CIVIL & ENV	0000	241351	EFT	08/07/2024		378671	581761	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 362 640200 24024		CP ARPA EX CAP ENG			136,500.00			
						136,500.00			
37710	COVINGTON CIVIL & ENV	0000	241352	EFT	08/07/2024		378672	581762	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 362 640200 24023		CP ARPA EX CAP ENG			99,000.00			
						99,000.00			
						CHECK TOTAL	**244,230.50**		
42957	CROWN LEISURE INC	0000	240355	EFT	08/07/2024		378890	581996	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			1,382.49			
						1,382.49			
						CHECK TOTAL	**1,382.49**		
43347	DALTON S HOLLAND	0000		INV	08/07/2024		378101	581161	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE TRAVEL			116.00			
						116.00			
						CHECK TOTAL	**116.00**		
40516	DANA SAFETY SUPPLY	0001	242414	EFT	08/07/2024		378192	581256	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			970.02			
						970.02			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**970.02**			
43356	DD CONSULTING LLC	0000		INV	08/07/2024			378891	581997	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		10,500.00				
							10,500.00			
						CHECK TOTAL	**10,500.00**			
594	ERIC DEDEAUX	0000		INV	08/07/2024			378639	581719	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		175.00				
							175.00			
						CHECK TOTAL	**175.00**			
43278	DELL INC	0000	242368	INV	08/07/2024			378126	581187	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 313 610700		PUB WORK A	OPER SUPL		704.57				
							704.57			
43278	DELL INC	0000	242509	INV	08/07/2024			378658	581748	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 630100		HRB LGT EX	CAP OTLY		974.00				
							974.00			
43278	DELL INC	0000	242559	INV	08/07/2024			378740	581833	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610700		OPERATING	OPER SUPL		648.00				
							648.00			
43278	DELL INC	0000	242575	INV	08/07/2024			378896	582003	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		974.00				
							974.00			
						CHECK TOTAL	**3,300.57**			
10297	DESIGN PRECAST INC	0000	242570	EFT	08/07/2024			378681	581771	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614600		STS & DRAI	STORM PIPE		3,948.00				
							3,948.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
10297	DESIGN PRECAST INC	0000	242425	EFT	08/07/2024			378696	581786	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 614600		STS & DRAI	STORM PIPE		10,250.00				
							10,250.00			
10297	DESIGN PRECAST INC	0000	242507	EFT	08/07/2024			378701	581791	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 616100		SEWER	SEWER-SUPP		163.44				
							163.44			
10297	DESIGN PRECAST INC	0000	242507	EFT	08/07/2024			378702	581792	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 616100		SEWER	SEWER-SUPP		54.48				
							54.48			
						CHECK TOTAL	**14,415.92**			
43353	DEVIN BERMUDEZ	0000	242563	INV	08/07/2024			378481	581549	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626900		OPERATING	TRAVEL		118.00				
							118.00			
						CHECK TOTAL	**118.00**			
235	DIBS CHEMICAL & SUPPL	0000	240946	EFT	08/07/2024			378787	581888	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610700		LEISURE SE	OPER SUPL		334.32				
							334.32			
235	DIBS CHEMICAL & SUPPL	0000	241908	EFT	08/07/2024			378853	581958	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610700		LEISURE SE	OPER SUPL		284.95				
							284.95			
						CHECK TOTAL	**619.27**			
42605	DISTRIBUTORS HOLDING	0000	240143	EFT	08/07/2024			378608	581686	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		188.88				
							188.88			
42605	DISTRIBUTORS HOLDING	0000	240143	EFT	08/07/2024			378609	581687	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		441.56				
							441.56			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42605	DISTRIBUTORS HOLDING	0000	240143	EFT	08/07/2024		378610	581688	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		50.74			
						50.74			
						CHECK TOTAL	**681.18**		
19946	DIVE RESCUE INTERNATI	0000		INV	08/07/2024		378718	581808	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 622300		FIRE	TRAIN PRG		40.00			
						40.00			
						CHECK TOTAL	**40.00**		
202	DPS CRIME LAB	0000		EFT	08/07/2024		378631	581709	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620701		OPERATING	FORENSIC		2,400.00			
						2,400.00			
						CHECK TOTAL	**2,400.00**		
70	DUNAWAY GLASS INC	0000	242459	EFT	08/07/2024		378648	581737	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 612200		LEISURE SE	REP&MAINT		457.50			
						457.50			
70	DUNAWAY GLASS INC	0000		EFT	08/07/2024		378898	582005	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 611000		LEISURE SE	BLG MAT		565.00			
						565.00			
						CHECK TOTAL	**1,022.50**		
11424	EAGLE ENERGY INC.	0000		EFT	08/07/2024		378526	581595	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES	FUEL RETAI		5,482.40			
						5,482.40			
11424	EAGLE ENERGY INC.	0000		EFT	08/07/2024		378528	581597	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES	FUEL RETAI		4,747.27			
						4,747.27			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
11424	EAGLE ENERGY INC.	0000		EFT	08/07/2024		378529	581598	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES	FUEL RETAI		2,309.47			
						2,309.47			
11424	EAGLE ENERGY INC.	0000		EFT	08/07/2024		378530	581599	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES	FUEL RETAI		4,354.64			
						4,354.64			
11424	EAGLE ENERGY INC.	0000		EFT	08/07/2024		378533	581602	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES	FUEL RETAI		4,828.57			
						4,828.57			
11424	EAGLE ENERGY INC.	0000		EFT	08/07/2024		378534	581603	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES	FUEL RETAI		4,840.57			
						4,840.57			
11424	EAGLE ENERGY INC.	0000		EFT	08/07/2024		378736	581829	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES	FUEL RETAI		3,761.45			
						3,761.45			
11424	EAGLE ENERGY INC.	0000		EFT	08/07/2024		378738	581831	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 614100		J T JONES	FUEL RETAI		5,175.70			
						5,175.70			
11424	EAGLE ENERGY INC.	0000		EFT	08/07/2024		378846	581951	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 614000		LEISURE SE	FUEL		1,855.13			
						1,855.13			
						CHECK TOTAL	**37,355.20**		
40843	EAGLE SERVICES, INC.	0000	242487	EFT	08/07/2024		378165	581228	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT	REPAIRS		85.00			
						85.00			
40843	EAGLE SERVICES, INC.	0000	242530	EFT	08/07/2024		378445	581513	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT	REPAIRS		85.00			
						85.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40843	EAGLE SERVICES, INC.	0000	242649	EFT	08/07/2024		378814	581917	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 624601		BLDG MAINT	REPAIRS		638.00			
						638.00			
						CHECK TOTAL	**808.00**		
43320	GARLAND E CALHOUN JR	0000	242394	EFT	08/07/2024		378430	581496	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		380.00			
						380.00			
43320	GARLAND E CALHOUN JR	0000	242394	EFT	08/07/2024		378554	581625	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		125.00			
						125.00			
43320	GARLAND E CALHOUN JR	0000	242394	EFT	08/07/2024		378650	581739	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		200.00			
						200.00			
43320	GARLAND E CALHOUN JR	0000	242609	EFT	08/07/2024		378895	582002	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 215 625500		Code Enf	LOT ASSESS		300.00			
						300.00			
						CHECK TOTAL	**1,005.00**		
43329	EC AMERICA INC	0000	242347	EFT	08/07/2024		378455	581523	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 622300		INFO TECH	TRAIN PRG		4,001.97			
						4,001.97			
						CHECK TOTAL	**4,001.97**		
71695	ELECTRONIC CASE MANAG	0000		INV	08/07/2024		378624	581702	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 621900		CITY ATTY	MEMBER DUE		10.00			
						10.00			
						CHECK TOTAL	**10.00**		

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
216	EQUIFAX CREDIT INFORM	0000		INV	08/07/2024			378752	581845	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 627900		OPERATING MISC			131.17				
							131.17			
216	EQUIFAX CREDIT INFORM	0000		INV	08/07/2024			378764	581861	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 627900		OPERATING MISC			104.47				
							104.47			
216	EQUIFAX CREDIT INFORM	0000		INV	08/07/2024			378765	581862	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 627900		OPERATING MISC			102.00				
							102.00			
216	EQUIFAX CREDIT INFORM	0000		INV	08/07/2024			378766	581863	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 627900		OPERATING MISC			102.00				
							102.00			
						CHECK TOTAL	**439.64**			
35145	ESTATE MANAGEMENT SER	0000		EFT	08/07/2024			377822	580841	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		1,507.71				
							1,507.71			
						CHECK TOTAL	**1,507.71**			
227	FASTENAL	0001		EFT	08/07/2024			379230	582336	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 610700		STS & DRAI	OPER SUPL		136.42				
							136.42			
						CHECK TOTAL	**136.42**			
1075	FEDEX	0001		INV	08/07/2024			378615	581694	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 625700		FIRE	POSTAGE		7.26				
							7.26			
						CHECK TOTAL	**7.26**			

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41691	FERGUSON US HOLDINGS,	0000	242249	EFT	08/07/2024		379126	582232	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		2,160.00			
						2,160.00			
41691	FERGUSON US HOLDINGS,	0000	241996	EFT	08/07/2024		379137	582243	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		340.00			
						340.00			
41691	FERGUSON US HOLDINGS,	0000	242492	EFT	08/07/2024		379150	582256	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		504.00			
						504.00			
41691	FERGUSON US HOLDINGS,	0000	242325	EFT	08/07/2024		379151	582257	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		5,237.96			
						5,237.96			
41691	FERGUSON US HOLDINGS,	0000	242647	EFT	08/07/2024		379152	582258	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		1,060.00			
						1,060.00			
41691	FERGUSON US HOLDINGS,	0000	242433	EFT	08/07/2024		379153	582259	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		1,722.79			
						1,722.79			
41691	FERGUSON US HOLDINGS,	0000	241048	EFT	08/07/2024		379154	582260	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		220.46			
						220.46			
41691	FERGUSON US HOLDINGS,	0000	241048	EFT	08/07/2024		379155	582261	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 616700		WATER	WATERLINE		358.09			
						358.09			
41691	FERGUSON US HOLDINGS,	0000	242607	EFT	08/07/2024		379156	582262	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		224.00			
						224.00			

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41691	FERGUSON US HOLDINGS,	0000	242322	EFT	08/07/2024		379192	582298	

ACCOUNT DETAIL					LINE AMOUNT
1	815	610700	WATER	OPER SUPL	126.00
2	825	610700	SEWER	OPER SUPL	126.00

252.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41691	FERGUSON US HOLDINGS,	0000	242322	EFT	08/07/2024		379193	582299	

ACCOUNT DETAIL					LINE AMOUNT
1	815	610700	WATER	OPER SUPL	23.72
2	825	610700	SEWER	OPER SUPL	23.73

47.45

CHECK TOTAL **12,126.75**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378106	581166	

ACCOUNT DETAIL					LINE AMOUNT
1	611	614000	PLAN & ZON	FUEL	153.21

153.21

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378113	581173	

ACCOUNT DETAIL					LINE AMOUNT
1	215	614000	Code Enf	FUEL	123.05
2	213	614000	OPERATING	FUEL	10,433.00

10,556.05

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378122	581183	

ACCOUNT DETAIL					LINE AMOUNT
1	290	614000	FIRE	FUEL	2,588.49

2,588.49

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378131	581193	

ACCOUNT DETAIL					LINE AMOUNT
1	415	614000	BLDG MAINT	FUEL	89.37

89.37

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378132	581194	

ACCOUNT DETAIL					LINE AMOUNT
1	143	614000	CAO Office	FUEL	65.54

65.54

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378133	581195	

ACCOUNT DETAIL					LINE AMOUNT
1	143	614000	CAO Office	FUEL	64.44

64.44

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378142	581204	

ACCOUNT DETAIL					LINE AMOUNT
1	148	614000	Events	FUEL	62.35

62.35

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378433	581499	

ACCOUNT DETAIL					LINE AMOUNT
1	215	614000	Code Enf	FUEL	184.45
2	213	614000	OPERATING	FUEL	10,360.18

10,544.63

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378478	581546	

ACCOUNT DETAIL					LINE AMOUNT
1	611	614000	PLAN & ZON	FUEL	313.67

313.67

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378512	581581	

ACCOUNT DETAIL					LINE AMOUNT
1	215	614000	Code Enf	FUEL	139.42
2	213	614000	OPERATING	FUEL	11,736.47

11,875.89

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378588	581666	

ACCOUNT DETAIL					LINE AMOUNT
1	290	614000	FIRE	FUEL	2,926.28

2,926.28

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378595	581673	

ACCOUNT DETAIL					LINE AMOUNT
1	143	614000	CAO Office	FUEL	20.60

20.60

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378731	581824	

ACCOUNT DETAIL					LINE AMOUNT
1	447	614000	HRB LGT EX	FUEL	54.85
2	411	614000	LEISURE SE	FUEL	41.02

95.87

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378742	581835	

ACCOUNT DETAIL					LINE AMOUNT
1	290	614000	FIRE	FUEL	3,171.96

3,171.96

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		378743	581836	

ACCOUNT DETAIL					LINE AMOUNT
1	143	614000	CAO Office	FUEL	28.11

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						28.11			
6528	FLEETCOR	0001		EFT	08/07/2024		378748	581841	

ACCOUNT DETAIL				LINE AMOUNT
1	611	614000	PLAN & ZON FUEL	281.96

						281.96			
6528	FLEETCOR		0001		EFT	08/07/2024		378763	581860

ACCOUNT DETAIL				LINE AMOUNT
1	411	614000	LEISURE SE FUEL	38.38
2	447	614000	HRB LGT EX FUEL	78.78

						117.16			
6528	FLEETCOR		0001		EFT	08/07/2024		378856	581961

ACCOUNT DETAIL				LINE AMOUNT
1	411	614000	LEISURE SE FUEL	402.90

						402.90			
6528	FLEETCOR		0001		EFT	08/07/2024		378857	581962

ACCOUNT DETAIL				LINE AMOUNT
1	411	614000	LEISURE SE FUEL	77.65

						77.65			
6528	FLEETCOR		0001		EFT	08/07/2024		379235	582341

ACCOUNT DETAIL				LINE AMOUNT
1	313	614000	PUB WORK AFUEL	487.01

						487.01			
6528	FLEETCOR		0001		EFT	08/07/2024		379236	582342

ACCOUNT DETAIL				LINE AMOUNT
1	325	614000	ENGINEER FUEL	171.17

						171.17			
6528	FLEETCOR		0001		EFT	08/07/2024		379237	582343

ACCOUNT DETAIL				LINE AMOUNT
1	313	614000	PUB WORK AFUEL	163.68

						163.68			
6528	FLEETCOR		0001		EFT	08/07/2024		379238	582344

ACCOUNT DETAIL				LINE AMOUNT
1	313	614000	PUB WORK AFUEL	241.36

						241.36			
6528	FLEETCOR		0001		EFT	08/07/2024		379239	582345

ACCOUNT DETAIL				LINE AMOUNT
1	325	614000	ENGINEER FUEL	60.91

60.91

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
6528	FLEETCOR	0001		EFT	08/07/2024		379240	582346	

ACCOUNT DETAIL						LINE AMOUNT
1	815	614000		WATER	FUEL	31.18
						31.18

6528	FLEETCOR	0001		EFT	08/07/2024		379241	582347	

ACCOUNT DETAIL						LINE AMOUNT
1	313	614000		PUB WORK A	FUEL	272.41
						272.41
					CHECK TOTAL	**44,863.85**

5104	FULGHAMS INC	0000	242365	INV	08/07/2024		378849	581954	

ACCOUNT DETAIL						LINE AMOUNT
1	411	620900		LEISURE SE	CONTRACT	225.00
						225.00
					CHECK TOTAL	**225.00**

36347	FUN EXPRESS LLC	0000	242457	INV	08/07/2024		378761	581858	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800	24002	Events	EVENT	2,998.75
						2,998.75

36347	FUN EXPRESS LLC	0000	242457	INV	08/07/2024		378762	581859	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800	24004	Events	EVENT	964.30
						964.30
					CHECK TOTAL	**3,963.05**

40289	GABRIEL M SHABAZZ	0000	242391	EFT	08/07/2024		378429	581495	

ACCOUNT DETAIL						LINE AMOUNT
1	215	625500		Code Enf	LOT ASSESS	460.00
						460.00
					CHECK TOTAL	**460.00**

282	GEIGER BROTHERS	0000	242083	EFT	08/07/2024		378473	581541	

ACCOUNT DETAIL						LINE AMOUNT
1	213	623900		OPERATING	ENTERTAIN	737.08
						737.08

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
282	GEIGER BROTHERS	0000	242083	EFT	08/07/2024		378489	581557	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 623900		OPERATING ENTERTAIN			762.29			
						762.29			
						CHECK TOTAL	**1,499.37**		
39641	GLOBE MANUFACTURING L	0000	241665	EFT	08/07/2024		378522	581591	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612500		FIRE	UNIFORMS		390.33			
						390.33			
						CHECK TOTAL	**390.33**		
43255	GPT SFM LLC	0000		EFT	08/07/2024		378892	581998	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 413 621800		EX - SPLX	PRIVATE		20,177.00			
						20,177.00			
						CHECK TOTAL	**20,177.00**		
5534	M J DONOVAN ENTERPRIS	0000	242445	EFT	08/07/2024		378880	581986	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			4,180.00			
						4,180.00			
						CHECK TOTAL	**4,180.00**		
35999	GULF BREEZE LANDSCAPI	0000	241354	EFT	08/07/2024		378779	581880	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			3,110.00			
						3,110.00			
35999	GULF BREEZE LANDSCAPI	0000	241354	EFT	08/07/2024		378780	581881	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE CONTRACT			28,180.00			
						28,180.00			
						CHECK TOTAL	**31,290.00**		
329	GULF COAST BUSINESS S	0000	242476	EFT	08/07/2024		378096	581156	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 611 610400		PLAN & ZON OFF SUPPLS			93.94			
						93.94			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
329	GULF COAST BUSINESS S	0000	242477	EFT	08/07/2024			378097	581157	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 610400		PLAN & ZON	OFF SUPPLS		29.21				
							29.21			
329	GULF COAST BUSINESS S	0000	242636	EFT	08/07/2024			378760	581856	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610100		FIRE	JANITORIAL		1,439.91				
							1,439.91			
329	GULF COAST BUSINESS S	0000	242658	EFT	08/07/2024			378877	581983	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610400		FIRE	OFF SUPPLS		203.49				
							203.49			
						CHECK TOTAL	**1,766.55**			
1403	GULF COAST SMALL ENGI	0000	242048	INV	08/07/2024			378781	581882	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 611300		LEISURE SE	MOTR VEH		384.00				
							384.00			
1403	GULF COAST SMALL ENGI	0000	242048	INV	08/07/2024			378852	581957	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 611300		LEISURE SE	MOTR VEH		30.00				
							30.00			
						CHECK TOTAL	**414.00**			
360	GULF HYDRAULICS & PNE	0000	241095	EFT	08/07/2024			378134	581196	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		1,499.52				
							1,499.52			
						CHECK TOTAL	**1,499.52**			
39025	HARRISON COUNTY CIRCU	0000		INV	08/07/2024			378804	581906	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 135 621300		CITY ATTY	LEGAL FEES		36.00				
							36.00			
						CHECK TOTAL	**36.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
456	HARRISON COUNTY SHERI	0000		INV	08/07/2024			378749	581842	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 623500		OPERATING	PRISONER		58,290.02				
							58,290.02			
						CHECK TOTAL	**58,290.02**			
468	HARRISON COUNTY UTILI	0000	240020	INV	08/07/2024			379191	582297	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 845 627500		HCWWSWMD	WWATER TRT		569,550.00				
							569,550.00			
						CHECK TOTAL	**569,550.00**			
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024			378141	581203	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 626008		HRB LGT EX	PEST CTRL		70.00				
							70.00			
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024			378153	581216	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 620900		Finance	CONTRACT		115.00				
							115.00			
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024			378500	581568	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 150 610700		INFO TECH	OP SUPPLIE		35.00				
							35.00			
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024			378501	581569	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 620900		Finance	CONTRACT		16.68				
							16.68			
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024			378502	581570	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 620900		PLAN & ZON	CONTRACT		16.66				
							16.66			
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024			378513	581582	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 111 621700		MAYOR	MAINT CONT		40.00				
							40.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024		378667	581757	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620900		OPERATING	CONTRACT		92.00			
						92.00			
2066	HAVARD PEST CONTROL	0001	241910	EFT	08/07/2024		378741	581834	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 620900		J T JONES	CONTRACT		75.00			
						75.00			
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024		378758	581853	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 627900		UTIL BILL	MISC		16.66			
						16.66			
2066	HAVARD PEST CONTROL	0001	240179	EFT	08/07/2024		378784	581885	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		100.00			
						100.00			
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024		379231	582337	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		45.00			
						45.00			
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024		379232	582338	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		75.00			
						75.00			
2066	HAVARD PEST CONTROL	0001		EFT	08/07/2024		379233	582339	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		90.00			
						90.00			
						CHECK TOTAL	**787.00**		
41886	HAVEN DOCK & MARINE,	0000	232695	INV	08/07/2024		378824	581928	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 445 612200		J T JONES	REP&MAINT		1,852.92			
						1,852.92			
						CHECK TOTAL	**1,852.92**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
527	HOWARDS PAINT & DECOR	0000	242511	EFT	08/07/2024		378454	581521	

ACCOUNT DETAIL						LINE AMOUNT
1	825	615800		SEWER	LFT STATN	450.68
						450.68
					CHECK TOTAL	**450.68**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
548	HUMANE SOCIETY OF S M	0000		EFT	08/07/2024		378511	581580	

ACCOUNT DETAIL						LINE AMOUNT
1	213	614900		OPERATING	ANIMAL CON	18,236.20
						18,236.20
					CHECK TOTAL	**18,236.20**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
36679	DIANA PUNZO	0000	241685	EFT	08/07/2024		378140	581202	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800	24003	Events	EVENT	328.00
						328.00
					CHECK TOTAL	**328.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42384	IMPERIAL BAG & PAPER,	0000	242520	EFT	08/07/2024		378446	581514	

ACCOUNT DETAIL						LINE AMOUNT
1	145	610100		Finance	JANITORIAL	99.14
2	611	610100		PLAN & ZON	JANITORIAL	99.14
3	811	610100		UTIL BILL	JANITORIAL	99.16
						297.44

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42384	IMPERIAL BAG & PAPER,	0000	242493	EFT	08/07/2024		378697	581787	

ACCOUNT DETAIL						LINE AMOUNT
1	313	610700		PUB WORK A	OPER SUPL	641.96
						641.96
					CHECK TOTAL	**939.40**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
20225	IMS, INC	0000	242532	EFT	08/07/2024		378567	581645	

ACCOUNT DETAIL						LINE AMOUNT
1	213	610700		OPERATING	OPER SUPL	1,508.00
						1,508.00
					CHECK TOTAL	**1,508.00**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
261	ISCO METALS & SUPPLY	0000	242592	EFT	08/07/2024			378881	581987	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		418.00				
							418.00			
						CHECK TOTAL	**418.00**			
275	J H WRIGHT & ASSOC	0001	241670	EFT	08/07/2024			378684	581774	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616400		WATER	WATERWELL		25,296.76				
							25,296.76			
275	J H WRIGHT & ASSOC	0001	242498	EFT	08/07/2024			378686	581776	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 620900		SEWER	CONTRACT		2,505.00				
							2,505.00			
275	J H WRIGHT & ASSOC	0001	242463	EFT	08/07/2024			378687	581777	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		4,875.00				
							4,875.00			
275	J H WRIGHT & ASSOC	0001	242568	EFT	08/07/2024			379139	582245	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616400		WATER	WATERWELL		2,835.00				
							2,835.00			
275	J H WRIGHT & ASSOC	0001	242567	EFT	08/07/2024			379148	582254	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		4,875.00				
							4,875.00			
275	J H WRIGHT & ASSOC	0001	242593	EFT	08/07/2024			379149	582255	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616400		WATER	WATERWELL		3,035.00				
							3,035.00			
						CHECK TOTAL	**43,421.76**			
41865	JACOB M MCCOY	0000		INV	08/07/2024			378549	581620	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626900		FIRE	TRAVEL		116.00				
							116.00			
						CHECK TOTAL	**116.00**			

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Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43346	JAXON T SCREWS	0000		INV	08/07/2024		378100	581160	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		116.00			
						116.00			
43346	JAXON T SCREWS	0000		INV	08/07/2024		378724	581814	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		116.00			
						116.00			
						CHECK TOTAL	**232.00**		
15505	JAY JAY HOLDINGS LLC	0000		INV	08/07/2024		378155	581218	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626700		Finance	RENTAL		692.44			
						692.44			
						CHECK TOTAL	**692.44**		
744	JERRY PATE TURF & IRR	0000	240115	EFT	08/07/2024		378776	581875	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		184.61			
						184.61			
						CHECK TOTAL	**184.61**		
20083	JESS TRAINA	0000		INV	08/07/2024		378599	581677	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		116.00			
						116.00			
						CHECK TOTAL	**116.00**		
42628	JESSICA VERSIGA	0000		EFT	08/07/2024		378612	581691	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626900		Finance	TRAVEL		219.76			
						219.76			
42628	JESSICA VERSIGA	0000		EFT	08/07/2024		378613	581692	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626900		Finance	TRAVEL		88.00			
						88.00			
						CHECK TOTAL	**307.76**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43151	JHS ENTERPRISES INC	0000	242540	EFT	08/07/2024		378485	581553	

ACCOUNT DETAIL						LINE AMOUNT
1	611	626500		PLAN & ZON	PRINTING	52.00
						52.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43151	JHS ENTERPRISES INC	0000	242540	EFT	08/07/2024		378487	581555	

ACCOUNT DETAIL						LINE AMOUNT
1	611	626500		PLAN & ZON	PRINTING	52.00
						52.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43151	JHS ENTERPRISES INC	0000	242540	EFT	08/07/2024		378488	581556	

ACCOUNT DETAIL						LINE AMOUNT
1	611	626500		PLAN & ZON	PRINTING	52.00
						52.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43151	JHS ENTERPRISES INC	0000	241210	EFT	08/07/2024		378775	581874	

ACCOUNT DETAIL						LINE AMOUNT
1	411	610700		LEISURE SE	OPER SUPL	52.00
						52.00
					CHECK TOTAL	**208.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43147	JLE INCORPORATED	0000	241820	EFT	08/07/2024		378732	581825	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800	24003	Events	EVENT	290.00
						290.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43147	JLE INCORPORATED	0000	241820	EFT	08/07/2024		378733	581826	

ACCOUNT DETAIL						LINE AMOUNT
1	148	627800	24003	Events	EVENT	232.00
						232.00
					CHECK TOTAL	**522.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43352	JOCELYN BERMUDEZ	0000	242562	INV	08/07/2024		378480	581548	

ACCOUNT DETAIL						LINE AMOUNT
1	213	626900		OPERATING	TRAVEL	343.00
						343.00
					CHECK TOTAL	**343.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
13406	JOHN FAYARD MOVING &	0000		EFT	08/07/2024		378431	581497	

ACCOUNT DETAIL						LINE AMOUNT
1	145	620900		Finance	CONTRACT	1,095.70
						1,095.70

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
13406	JOHN FAYARD MOVING &	0000		EFT	08/07/2024			378466	581534	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 620900		Finance	CONTRACT		100.00				
							100.00			
						CHECK TOTAL	**1,195.70**			
301	JOHNSON DIESEL INC	0000	242483	INV	08/07/2024			378745	581838	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		928.01				
							928.01			
						CHECK TOTAL	**928.01**			
42313	JOHNSONS TREE SERVICE	0000	242466	INV	08/07/2024			378711	581801	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 620900		STS & DRAI	CONTRACT		3,000.00				
							3,000.00			
42313	JOHNSONS TREE SERVICE	0000	242465	INV	08/07/2024			378712	581802	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 620900		STS & DRAI	CONTRACT		4,550.00				
							4,550.00			
42313	JOHNSONS TREE SERVICE	0000	242323	INV	08/07/2024			379140	582246	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 620900		STS & DRAI	CONTRACT		1,500.00				
							1,500.00			
						CHECK TOTAL	**9,050.00**			
320	KEELING CO	0000	240627	EFT	08/07/2024			378854	581959	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610600		LEISURE SE	LANDSCAPE		272.86				
							272.86			
						CHECK TOTAL	**272.86**			
1166	KENS HARDWARE & MARIN	0000	241921	INV	08/07/2024			378565	581643	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 610700		J T JONES	OPER SUPL		90.55				
							90.55			

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Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
1166	KENS HARDWARE & MARIN	0000	241921	INV	08/07/2024			378566	581644	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 610700		J T JONES	OPER SUPL		48.95				
							48.95			
1166	KENS HARDWARE & MARIN	0000	240101	INV	08/07/2024			378823	581927	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		33.65				
							33.65			
						CHECK TOTAL	**173.15**			
35998	KINGS SPRINKLER SYSTE	0000	241355	EFT	08/07/2024			377518	580382	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		4,339.75				
							4,339.75			
35998	KINGS SPRINKLER SYSTE	0000	241355	EFT	08/07/2024			378788	581889	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		5,819.00				
							5,819.00			
35998	KINGS SPRINKLER SYSTE	0000	241355	EFT	08/07/2024			378789	581890	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		5,932.50				
							5,932.50			
						CHECK TOTAL	**16,091.25**			
6254	LANDERS DODGE	0000	241544	EFT	08/07/2024			378110	581170	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 277 630200		FORFEIT C	VEHICLES		18,895.74				
	2 278 630200		FEDF&S	VEHICLES		23,242.26				
							42,138.00			
						CHECK TOTAL	**42,138.00**			
15015	LANGUAGE LINE SERVICE	0001		EFT	08/07/2024			378114	581174	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626001		OPERATING	TELEPHONE		606.54				
							606.54			
						CHECK TOTAL	**606.54**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41693	LESLIE SLADE	0000	241636	EFT	08/07/2024		378194	581258	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			169.00			
						169.00			
41693	LESLIE SLADE	0000	241636	EFT	08/07/2024		378195	581260	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			169.00			
						169.00			
41693	LESLIE SLADE	0000	241636	EFT	08/07/2024		378196	581262	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			259.00			
						259.00			
41693	LESLIE SLADE	0000	241636	EFT	08/07/2024		378198	581263	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			169.00			
						169.00			
41693	LESLIE SLADE	0000	241636	EFT	08/07/2024		378199	581264	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			259.00			
						259.00			
41693	LESLIE SLADE	0000	241636	EFT	08/07/2024		378200	581265	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			259.00			
						259.00			
41693	LESLIE SLADE	0000	241636	EFT	08/07/2024		378591	581669	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			259.00			
						259.00			
						CHECK TOTAL	**1,543.00**		
1248	LEXISNEXIS	0001		EFT	08/07/2024		378107	581167	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 621900		OPERATING MEMBER DUE			3,125.59			
						3,125.59			
						CHECK TOTAL	**3,125.59**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42389	LMR HARDWARE	0000	240029	EFT	08/07/2024		379185	582291	

ACCOUNT DETAIL						LINE AMOUNT
1	315	610700		TRAFFIC	OPER SUPL	11.44
						11.44

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42389	LMR HARDWARE	0000	240029	EFT	08/07/2024		379186	582292	

ACCOUNT DETAIL						LINE AMOUNT
1	315	610700		TRAFFIC	OPER SUPL	9.98
						9.98

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42389	LMR HARDWARE	0000	240029	EFT	08/07/2024		379187	582293	

ACCOUNT DETAIL						LINE AMOUNT
1	315	610700		TRAFFIC	OPER SUPL	41.55
						41.55
					CHECK TOTAL	**62.97**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241987	INV	08/07/2024		378094	581154	

ACCOUNT DETAIL						LINE AMOUNT
1	447	611000		HRB LGT EX	BLDG MATLS	106.17
						106.17

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001		INV	08/07/2024		378120	581181	

ACCOUNT DETAIL						LINE AMOUNT
1	345	630100	24032	CP-CAP	CAP OTLY	675.43
						675.43

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378130	581192	

ACCOUNT DETAIL						LINE AMOUNT
1	415	624601		BLDG MAINT	REPAIRS	79.23
						79.23

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378135	581197	

ACCOUNT DETAIL						LINE AMOUNT
1	415	624601		BLDG MAINT	REPAIRS	107.60
						107.60

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378136	581198	

ACCOUNT DETAIL						LINE AMOUNT
1	415	624601		BLDG MAINT	REPAIRS	64.76
						64.76

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242372	INV	08/07/2024		378137	581199	

ACCOUNT DETAIL						LINE AMOUNT
1	213	611000		OPERATING	BLG MAT	38.00
2	213	611300		OPERATING	MOTR VEH	37.99

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						75.99			
380	LOWES ACCTS RECEIVABL	0001	242377	INV	08/07/2024		378159	581222	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	93.39

						93.39			
380	LOWES ACCTS RECEIVABL	0001	241825	INV	08/07/2024		378161	581224	

ACCOUNT DETAIL					LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	208.08

						208.08			
380	LOWES ACCTS RECEIVABL	0001	242372	INV	08/07/2024		378162	581225	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	21.56
2	213	611300	OPERATING	MOTR VEH	21.57

						43.13			
380	LOWES ACCTS RECEIVABL	0001	242372	INV	08/07/2024		378163	581226	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	50.88
2	213	611300	OPERATING	MOTR VEH	50.88

						101.76			
380	LOWES ACCTS RECEIVABL	0001	241031	INV	08/07/2024		378166	581229	

ACCOUNT DETAIL					LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	2.17

						2.17			
380	LOWES ACCTS RECEIVABL	0001	241031	INV	08/07/2024		378167	581230	

ACCOUNT DETAIL					LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	120.71

						120.71			
380	LOWES ACCTS RECEIVABL	0001	242372	INV	08/07/2024		378201	581266	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	95.59
2	213	611300	OPERATING	MOTR VEH	95.58

						191.17			
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378443	581510	

ACCOUNT DETAIL					LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	68.86

68.86

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378444	581512	

ACCOUNT DETAIL				LINE AMOUNT
1	415 624601	BLDG MAINT REPAIRS		86.91

86.91

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242544	INV	08/07/2024		378452	581520	

ACCOUNT DETAIL				LINE AMOUNT
1	447 611000	HRB LGT EX BLDG MATLS		1,049.59

1,049.59

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242377	INV	08/07/2024		378464	581532	

ACCOUNT DETAIL				LINE AMOUNT
1	290 610700	FIRE	OPER SUPL	219.38

219.38

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001		CRM	08/07/2024		378465	581533	

ACCOUNT DETAIL				LINE AMOUNT
1	290 610700	FIRE	OPER SUPL	-113.05

-113.05

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378471	581539	

ACCOUNT DETAIL				LINE AMOUNT
1	415 624601	BLDG MAINT REPAIRS		33.30

33.30

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378472	581540	

ACCOUNT DETAIL				LINE AMOUNT
1	415 624601	BLDG MAINT REPAIRS		11.44

11.44

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378474	581542	

ACCOUNT DETAIL				LINE AMOUNT
1	415 624601	BLDG MAINT REPAIRS		27.54

27.54

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378475	581543	

ACCOUNT DETAIL				LINE AMOUNT
1	415 624601	BLDG MAINT REPAIRS		27.48

27.48

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378535	581604	

ACCOUNT DETAIL				LINE AMOUNT
1	415 624601	BLDG MAINT REPAIRS		25.63

25.63

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240379	INV	08/07/2024		378559	581635	

ACCOUNT DETAIL					LINE AMOUNT
1	445	611000	J T JONES	BLG MAT	216.60
2	445	611000	J T JONES	BLG MAT	-216.60

0.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240379	INV	08/07/2024		378560	581636	

ACCOUNT DETAIL					LINE AMOUNT
1	445	611000	J T JONES	BLG MAT	52.23

52.23

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378596	581674	

ACCOUNT DETAIL					LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	80.69

80.69

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378598	581676	

ACCOUNT DETAIL					LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	29.18

29.18

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242372	INV	08/07/2024		378626	581704	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	403.34
2	213	611300	OPERATING	MOTR VEH	403.35

806.69

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242576	INV	08/07/2024		378641	581721	

ACCOUNT DETAIL					LINE AMOUNT
1	447	611000	HRB LGT EX	BLDG MATLS	539.40

539.40

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241853	INV	08/07/2024		378643	581723	

ACCOUNT DETAIL					LINE AMOUNT
1	447	612200	HRB LGT EX	REP&MAINT	40.17

40.17

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242576	INV	08/07/2024		378645	581727	

ACCOUNT DETAIL					LINE AMOUNT
1	447	611000	HRB LGT EX	BLDG MATLS	110.20

110.20

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378659	581749	

ACCOUNT DETAIL					LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	28.28

28.28

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378661	581751	

	ACCOUNT DETAIL				LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	14.76

14.76

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378663	581753	

	ACCOUNT DETAIL				LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	184.19

184.19

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241829	INV	08/07/2024		378664	581754	

	ACCOUNT DETAIL				LINE AMOUNT
1	415	624601	BLDG MAINT	REPAIRS	59.72

59.72

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242569	INV	08/07/2024		378680	581770	

	ACCOUNT DETAIL				LINE AMOUNT
1	311	610700	STS & DRAI	OPER SUPL	253.83

253.83

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241687	INV	08/07/2024		378685	581775	

	ACCOUNT DETAIL				LINE AMOUNT
1	815	610700	WATER	OPER SUPL	2,732.44

2,732.44

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242372	INV	08/07/2024		378726	581816	

	ACCOUNT DETAIL				LINE AMOUNT
1	213	611000	OPERATING	BLG MAT	42.02
2	213	611300	OPERATING	MOTR VEH	42.02

84.04

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242377	INV	08/07/2024		378728	581818	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	104.46

104.46

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242055	INV	08/07/2024		378730	581820	

	ACCOUNT DETAIL				LINE AMOUNT
1	148	627800	Events	EVENT	13.53

13.53

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	241283	INV	08/07/2024		378750	581843	

	ACCOUNT DETAIL				LINE AMOUNT
1	290	610700	FIRE	OPER SUPL	17.08

17.08

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242061	INV	08/07/2024		378783	581884	

	ACCOUNT DETAIL			LINE AMOUNT
1	411	610700	LEISURE SE OPER SUPL	214.09

214.09

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242061	INV	08/07/2024		378839	581944	

	ACCOUNT DETAIL			LINE AMOUNT
1	411	610700	LEISURE SE OPER SUPL	116.80

116.80

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240182	INV	08/07/2024		378840	581945	

	ACCOUNT DETAIL			LINE AMOUNT
1	411	610700	LEISURE SE OPER SUPL	165.93

165.93

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242061	INV	08/07/2024		378842	581947	

	ACCOUNT DETAIL			LINE AMOUNT
1	411	610700	LEISURE SE OPER SUPL	12.33

12.33

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242061	INV	08/07/2024		378850	581955	

	ACCOUNT DETAIL			LINE AMOUNT
1	411	610700	LEISURE SE OPER SUPL	59.92

59.92

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242061	INV	08/07/2024		378851	581956	

	ACCOUNT DETAIL			LINE AMOUNT
1	411	610700	LEISURE SE OPER SUPL	42.60

42.60

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240182	INV	08/07/2024		378858	581963	

	ACCOUNT DETAIL			LINE AMOUNT
1	411	610700	LEISURE SE OPER SUPL	170.98

170.98

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	240975	INV	08/07/2024		378876	581982	

	ACCOUNT DETAIL			LINE AMOUNT
1	213	611000	OPERATING BLG MAT	3.13
2	213	611300	OPERATING MOTR VEH	3.13

6.26

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242372	INV	08/07/2024		378878	581984	

	ACCOUNT DETAIL			LINE AMOUNT
1	213	611000	OPERATING BLG MAT	81.07
2	213	611300	OPERATING MOTR VEH	81.06

162.13

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
380	LOWES ACCTS RECEIVABL	0001	242372	INV	08/07/2024		378879	581985	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611000		OPERATING	BLG MAT		53.82			
	2 213 611300		OPERATING	MOTR VEH		53.82			
						107.64			
380	LOWES ACCTS RECEIVABL	0001	242657	INV	08/07/2024		378900	582007	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 611000		HRB LGT EX	BLDG MATLS		183.60			
						183.60			
380	LOWES ACCTS RECEIVABL	0001	242544	INV	08/07/2024		378901	582008	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 611000		HRB LGT EX	BLDG MATLS		35.11			
						35.11			
380	LOWES ACCTS RECEIVABL	0001	240058	INV	08/07/2024		379181	582287	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 610700		STS & DRAI	OPER SUPL		46.00			
						46.00			
380	LOWES ACCTS RECEIVABL	0001	240058	INV	08/07/2024		379182	582288	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		14.60			
						14.60			
380	LOWES ACCTS RECEIVABL	0001	240058	INV	08/07/2024		379183	582289	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 610700		WATER	OPER SUPL		6.60			
						6.60			
380	LOWES ACCTS RECEIVABL	0001	240058	INV	08/07/2024		379184	582290	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 315 610700		TRAFFIC	OPER SUPL		37.98			
						37.98			
						CHECK TOTAL	**9,840.13**		
21504	MACHADO-PATANO PLLC	0000	241349	INV	08/07/2024		378673	581763	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 362 640200 24021		CP ARPA EX	CAP ENG		32,049.50			
						32,049.50			
						CHECK TOTAL	**32,049.50**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42260	MANDAL AUTOMOTIVE OF	0000	242205	INV	08/07/2024		378202	581267	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			104.50			
						104.50			
42260	MANDAL AUTOMOTIVE OF	0000	242205	INV	08/07/2024		378203	581268	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			79.62			
						79.62			
42260	MANDAL AUTOMOTIVE OF	0000	242375	INV	08/07/2024		378204	581269	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			313.24			
						313.24			
42260	MANDAL AUTOMOTIVE OF	0000	242375	INV	08/07/2024		378205	581270	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			1,510.00			
						1,510.00			
42260	MANDAL AUTOMOTIVE OF	0000	241916	INV	08/07/2024		378498	581566	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			3,468.75			
						3,468.75			
42260	MANDAL AUTOMOTIVE OF	0000	241959	INV	08/07/2024		378499	581567	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			21.31			
						21.31			
42260	MANDAL AUTOMOTIVE OF	0000	242375	INV	08/07/2024		378504	581573	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			1,262.33			
						1,262.33			
42260	MANDAL AUTOMOTIVE OF	0000	242375	INV	08/07/2024		378592	581670	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			87.56			
						87.56			
42260	MANDAL AUTOMOTIVE OF	0000	242375	INV	08/07/2024		378593	581671	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING MOTR VEH			2.81			
						2.81			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
42260	MANDAL AUTOMOTIVE OF	0000	242642	INV	08/07/2024			378725	581815	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		931.25				
							931.25			
42260	MANDAL AUTOMOTIVE OF	0000	242642	INV	08/07/2024			378801	581904	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		931.25				
							931.25			
						CHECK TOTAL	**8,712.62**			
42508	MARK WOOD	0000	242481	INV	08/07/2024			378490	581558	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626900		OPERATING	TRAVEL		225.00				
							225.00			
						CHECK TOTAL	**225.00**			
17631	MEDICAL ANALYSIS LLC	0000	240039	EFT	08/07/2024			378151	581214	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		51.70				
							51.70			
17631	MEDICAL ANALYSIS LLC	0000	240402	EFT	08/07/2024			378638	581718	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 215100		GENRL FUND	EMP CLINIC		19,400.00				
							19,400.00			
						CHECK TOTAL	**19,451.70**			
1054	MICRO METHODS INC	0000	242266	EFT	08/07/2024			379203	582309	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		60.00				
							60.00			
1054	MICRO METHODS INC	0000	242266	EFT	08/07/2024			379204	582310	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		60.00				
							60.00			
1054	MICRO METHODS INC	0000	242266	EFT	08/07/2024			379205	582311	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		60.00				
							60.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
1054	MICRO METHODS INC	0000	242266	EFT	08/07/2024			379206	582312	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		120.00				
							120.00			
						CHECK TOTAL	**300.00**			
316	MID SOUTH UNIFORM & S	0000		EFT	08/07/2024			378206	581271	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS		207.16				
							207.16			
316	MID SOUTH UNIFORM & S	0000	240098	EFT	08/07/2024			378517	581586	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS		244.46				
							244.46			
316	MID SOUTH UNIFORM & S	0000		EFT	08/07/2024			378737	581830	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS		1,110.85				
							1,110.85			
						CHECK TOTAL	**1,562.47**			
815	MILLER ICE MACHINE CO	0000		EFT	08/07/2024			379234	582340	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 620900		WATER	CONTRACT		497.00				
							497.00			
						CHECK TOTAL	**497.00**			
385	MISSISSIPPI DEPT OF R	0000		INV	08/07/2024			378108	581168	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 624500		OPERATING	TAXES\LISC		16.00				
							16.00			
						CHECK TOTAL	**16.00**			
385	MISSISSIPPI DEPT OF R	0000		INV	08/07/2024			378426	581492	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 624500		OPERATING	TAXES\LISC		12.00				
							12.00			
						CHECK TOTAL	**12.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
42812	MOBILE SOLVENTS & SUP	0000	242623	EFT	08/07/2024			379202	582308	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		4,050.00				
							4,050.00			
						CHECK TOTAL	**4,050.00**			
41868	MOTOROLA SOLUTIONS LL	0000	242243	EFT	08/07/2024			378619	581698	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 630100 24028		FIRE	CAP OTLY		589.17				
							589.17			
						CHECK TOTAL	**589.17**			
378	MS POWER COMPANY	0000		INV	08/07/2024			378978	582085	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 626002		OPERATING	ELECTRIC		19,172.28				
							19,172.28			
378	MS POWER COMPANY	0000		INV	08/07/2024			378979	582086	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 125 626002		CITY COURT	ELECTRIC		6,390.76				
							6,390.76			
378	MS POWER COMPANY	0000		INV	08/07/2024			378980	582087	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		608.48				
							608.48			
378	MS POWER COMPANY	0000		INV	08/07/2024			378981	582088	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		82.06				
							82.06			
378	MS POWER COMPANY	0000		INV	08/07/2024			378982	582089	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002		LEISURE SE	ELECTRIC		135.95				
							135.95			
378	MS POWER COMPANY	0000		INV	08/07/2024			378983	582090	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 626002		LEISURE SE	ELECTRIC		134.38				
							134.38			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		378984	582091	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626002		FIRE	ELECTRIC		1,567.46			
						1,567.46			
378	MS POWER COMPANY	0000		INV	08/07/2024		378985	582092	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		125.97			
						125.97			
378	MS POWER COMPANY	0000		INV	08/07/2024		378986	582093	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		58.40			
						58.40			
378	MS POWER COMPANY	0000		INV	08/07/2024		378987	582094	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		54.99			
						54.99			
378	MS POWER COMPANY	0000		INV	08/07/2024		378988	582095	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626002		Finance	ELECTRIC		81.00			
						81.00			
378	MS POWER COMPANY	0000		INV	08/07/2024		378989	582096	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		33.77			
						33.77			
378	MS POWER COMPANY	0000		INV	08/07/2024		378990	582097	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		142.69			
						142.69			
378	MS POWER COMPANY	0000		INV	08/07/2024		378991	582098	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		254.74			
						254.74			
378	MS POWER COMPANY	0000		INV	08/07/2024		378992	582099	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626002		Finance	ELECTRIC		2,876.45			
						2,876.45			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		378993	582100	

ACCOUNT DETAIL					LINE AMOUNT
1	825	626002	SEWER	ELECTRIC	72.31

72.31

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		378994	582101	

ACCOUNT DETAIL					LINE AMOUNT
1	411	626002	LEISURE SE	ELECTRIC	144.32

144.32

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		378995	582102	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100	ENGINEER	STREET LHT	225.45

225.45

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		378996	582103	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100	ENGINEER	STREET LHT	686.68

686.68

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		378997	582104	

ACCOUNT DETAIL					LINE AMOUNT
1	815	626002	WATER	ELECTRIC	13,447.86

13,447.86

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		378998	582105	

ACCOUNT DETAIL					LINE AMOUNT
1	815	626002	WATER	ELECTRIC	11,317.85

11,317.85

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		378999	582106	

ACCOUNT DETAIL					LINE AMOUNT
1	213	626002	OPERATING	ELECTRIC	3,237.81

3,237.81

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		379000	582107	

ACCOUNT DETAIL					LINE AMOUNT
1	325	625100	ENGINEER	STREET LHT	89,760.75

89,760.75

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		379001	582108	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626002	FIRE	ELECTRIC	9,344.10

9,344.10

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024		379002	582109	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		8,236.88			
						8,236.88			
378	MS POWER COMPANY	0000		INV	08/07/2024		379003	582110	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		475.11			
						475.11			
378	MS POWER COMPANY	0000		INV	08/07/2024		379004	582111	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626002		Finance	ELECTRIC		1,418.64			
						1,418.64			
378	MS POWER COMPANY	0000		INV	08/07/2024		379006	582112	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 625100		ENGINEER	STREET LHT		8,753.29			
						8,753.29			
378	MS POWER COMPANY	0000		INV	08/07/2024		379007	582113	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		7,713.28			
						7,713.28			
378	MS POWER COMPANY	0000		INV	08/07/2024		379008	582114	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 825 626002		SEWER	ELECTRIC		11,256.33			
						11,256.33			
378	MS POWER COMPANY	0000		INV	08/07/2024		379009	582115	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		4,707.15			
						4,707.15			
378	MS POWER COMPANY	0000		INV	08/07/2024		379010	582116	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 626002		LEISURE SE	ELECTRIC		4,931.80			
						4,931.80			
378	MS POWER COMPANY	0000		INV	08/07/2024		379011	582117	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626002		Finance	ELECTRIC		4,877.14			
						4,877.14			

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
378	MS POWER COMPANY	0000		INV	08/07/2024			379012	582118	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 325 625100		ENGINEER	STREET LHT		8,199.40				
							8,199.40			
						CHECK TOTAL	**220,525.53**			
42884	MYERS INDUSTRIES	0000	242107	EFT	08/07/2024			378519	581588	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		569.33				
							569.33			
42884	MYERS INDUSTRIES	0000	242107	EFT	08/07/2024			378769	581868	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		149.33				
							149.33			
						CHECK TOTAL	**718.66**			
43332	NEARMAP US INC	0000	242427	EFT	08/07/2024			378496	581564	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 150 621700		INFO TECH	MAINT CONT		2,883.35				
	2 213 627900		OPERATING	MISC		2,883.33				
	3 290 621700		FIRE	MAINT CONT		2,883.33				
	4 325 620900		ENGINEER	CONTRACT		2,883.33				
	5 611 630100		PLAN & ZON	CAP OTLY		2,883.33				
	6 811 620900		UTIL BILL	CONTRACT		2,883.33				
							17,300.00			
						CHECK TOTAL	**17,300.00**			
307	NECAISE LOCKSMITH SER	0000	242265	EFT	08/07/2024			378695	581785	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 610700		SEWER	OPER SUPL		420.00				
							420.00			
307	NECAISE LOCKSMITH SER	0000	240175	EFT	08/07/2024			378855	581960	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610700		LEISURE SE	OPER SUPL		204.00				
							204.00			
307	NECAISE LOCKSMITH SER	0000	240032	EFT	08/07/2024			379189	582295	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 610700		WATER	OPER SUPL		15.00				

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
							15.00			
						CHECK TOTAL	**639.00**			
4620	NEEL SCHAFFER INC	0000	242273	EFT	08/07/2024			378676	581766	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 365 640200 02807		CITYFUND	CAP ENG		10,000.00				
							10,000.00			
4620	NEEL SCHAFFER INC	0000	240584	EFT	08/07/2024			378677	581767	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 100 630100 23040		CAP PROJ	CAP OTLY		55,000.00				
							55,000.00			
						CHECK TOTAL	**65,000.00**			
389	OREILLY AUTO PARTS	0001		EFT	08/07/2024			378091	581151	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 611300		FIRE	MOTR VEH		14.32				
							14.32			
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024			378207	581272	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		25.08				
							25.08			
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024			378208	581273	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		220.86				
							220.86			
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024			378209	581275	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		150.90				
							150.90			
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024			378210	581276	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		253.80				
							253.80			
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024			378211	581277	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		121.83				
							121.83			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024		378212	581278	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	40.32

40.32

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024		378213	581279	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	190.04

190.04

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024		378214	581280	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	205.33

205.33

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	241628	EFT	08/07/2024		378459	581527	

ACCOUNT DETAIL					LINE AMOUNT
1	290	611300	FIRE	MOTR VEH	12.32

12.32

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001		EFT	08/07/2024		378461	581529	

ACCOUNT DETAIL					LINE AMOUNT
1	290	611300	FIRE	MOTR VEH	30.30

30.30

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	240185	EFT	08/07/2024		378523	581592	

ACCOUNT DETAIL					LINE AMOUNT
1	445	614000	J T JONES	FUEL	65.98

65.98

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	240185	EFT	08/07/2024		378524	581593	

ACCOUNT DETAIL					LINE AMOUNT
1	445	614000	J T JONES	FUEL	12.99

12.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001		EFT	08/07/2024		378551	581622	

ACCOUNT DETAIL					LINE AMOUNT
1	290	611300	FIRE	MOTR VEH	16.99

16.99

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024		378601	581679	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	27.00

27.00

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024		378602	581680	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	106.42

106.42

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024		378603	581681	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	123.06

123.06

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242252	EFT	08/07/2024		378604	581682	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	48.64

48.64

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242551	EFT	08/07/2024		378605	581683	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	372.82

372.82

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242551	EFT	08/07/2024		378606	581684	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	46.50

46.50

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001		EFT	08/07/2024		378734	581827	

ACCOUNT DETAIL					LINE AMOUNT
1	290	611300	FIRE	MOTR VEH	17.04

17.04

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242551	EFT	08/07/2024		378883	581989	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	129.17

129.17

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242551	EFT	08/07/2024		378884	581990	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	94.14

94.14

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242551	EFT	08/07/2024		378885	581991	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	156.50

156.50

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
389	OREILLY AUTO PARTS	0001	242551	EFT	08/07/2024		378886	581992	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		29.98			
						29.98			
389	OREILLY AUTO PARTS	0001	242551	EFT	08/07/2024		378887	581993	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		248.65			
						248.65			
389	OREILLY AUTO PARTS	0001	242551	EFT	08/07/2024		378888	581994	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		23.26			
						23.26			
389	OREILLY AUTO PARTS	0001	242551	EFT	08/07/2024		378889	581995	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		82.54			
						82.54			
						CHECK TOTAL	**2,866.78**		
42703	OLIVIA MCMAHAN	0000		INV	08/07/2024		378614	581693	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 626900		Finance	TRAVEL		88.00			
						88.00			
						CHECK TOTAL	**88.00**		
13515	ONE HOUSE PUBLISHING	0000		INV	08/07/2024		378623	581701	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 135 622300		CITY ATTY	TRAIN PRG		290.00			
						290.00			
						CHECK TOTAL	**290.00**		
9995	ANTHONY SMITH	0000		INV	08/07/2024		378834	581939	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41130		GENRL FUND	RENTS		100.00			
						100.00			
						CHECK TOTAL	**100.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9995	AVA M. CONLEY	0000		INV	08/07/2024		378792	581893	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41145		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	CHARLIE PRYOR	0000		INV	08/07/2024		377697	580614	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	CHERYL FARMER	0000		INV	08/07/2024		378806	581908	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41139		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	CHRIS HILLARD	0000		INV	08/07/2024		378827	581932	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	DANIEL COLEMAN	0000		INV	08/07/2024		378791	581892	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41145		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	DENNIS CHAPMAN	0000		INV	08/07/2024		378832	581937	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41142		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9995	DWAYNA WYNN	0000		INV	08/07/2024		378826	581931	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41142		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	DYWANNA PARKER	0000		INV	08/07/2024		378837	581942	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41134		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	JACQUE LAWRENCE	0000		INV	08/07/2024		378803	581905	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41134		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	JACQUELYNE JOHNSON	0000		INV	08/07/2024		378795	581895	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	JILLIAN WOODLAND	0000		INV	08/07/2024		378810	581913	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	KEITH WHITE	0000		INV	08/07/2024		378796	581897	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41143		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9995	LAQUITA BROWN	0000		INV	08/07/2024		378836	581941	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41140		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	LATRICIA BURTON	0000		INV	08/07/2024		378812	581915	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41142		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	LISA MALLEY	0000		INV	08/07/2024		378805	581907	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41139		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	PHYLLIS GIBSON	0000		INV	08/07/2024		378829	581934	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41142		GENRL FUNDRENTS			100.00			
						100.00			
						CHECK TOTAL	**100.00**		
9995	RAEDETRUS BASS	0000		INV	08/07/2024		378790	581891	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41140		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		
9995	ROBERT CARSON JR	0000		INV	08/07/2024		378831	581936	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 010 505800 41139		GENRL FUNDRENTS			175.00			
						175.00			
						CHECK TOTAL	**175.00**		

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
9995	ROBERT THOMAS	0000		INV	08/07/2024		378809	581912	

ACCOUNT DETAIL					LINE AMOUNT
1	010 505800 41130	GENRL FUND	RENTS		175.00
					175.00
				CHECK TOTAL	**175.00**

9995	ROBERT THOMAS	0000		INV	08/07/2024		378811	581914	

ACCOUNT DETAIL					LINE AMOUNT
1	010 505800 41140	GENRL FUND	RENTS		175.00
					175.00
				CHECK TOTAL	**175.00**

9995	SHARON BROWN	0000		INV	08/07/2024		378838	581943	

ACCOUNT DETAIL					LINE AMOUNT
1	010 505800 41140	GENRL FUND	RENTS		175.00
					175.00
				CHECK TOTAL	**175.00**

9995	SHERRA CAMERAN	0000		INV	08/07/2024		378802	581902	

ACCOUNT DETAIL					LINE AMOUNT
1	010 505800 41140	GENRL FUND	RENTS		175.00
					175.00
				CHECK TOTAL	**175.00**

9995	STACY FAIRLEY	0000		INV	08/07/2024		378830	581935	

ACCOUNT DETAIL					LINE AMOUNT
1	010 503700	GENRL FUND	DAY CMP		60.00
					60.00
				CHECK TOTAL	**60.00**

39457	OSBURN ASSOCIATES INC	0000	242277	EFT	08/07/2024		379131	582237	

ACCOUNT DETAIL					LINE AMOUNT
1	315 615500	TRAFFIC	TRAFFIC		3,500.00
					3,500.00
				CHECK TOTAL	**3,500.00**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43130	OVERSTREET AND ASSOCI	0000	240790	INV	08/07/2024		378675	581765	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 345 630100 23028		CP-CAP	CAP OTLY		3,453.50			
						3,453.50			
						CHECK TOTAL	**3,453.50**		
43359	PAFFORD EMS OF MISSIS	0000		INV	08/07/2024		378751	581844	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 623500		OPERATING	PRISONER		1,666.27			
						1,666.27			
						CHECK TOTAL	**1,666.27**		
22287	PARTS AND SUPPLY INC	0000	241746	EFT	08/07/2024		378215	581281	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		44.62			
						44.62			
22287	PARTS AND SUPPLY INC	0000	242268	EFT	08/07/2024		378568	581646	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		373.51			
						373.51			
22287	PARTS AND SUPPLY INC	0000	242268	EFT	08/07/2024		378569	581647	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		360.36			
						360.36			
22287	PARTS AND SUPPLY INC	0000	242268	EFT	08/07/2024		378570	581648	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		146.50			
						146.50			
						CHECK TOTAL	**924.99**		
41686	PDQ.COM CORPORATION	0000	242426	INV	08/07/2024		378434	581501	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 610400		Finance	OFF SUPPLS		98.00			
						98.00			
41686	PDQ.COM CORPORATION	0000	242587	INV	08/07/2024		378666	581756	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 621700		INFO TECH	MAINT CONT		4,016.25			
						4,016.25			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**4,114.25**			
377	PERFORMANCE TIRE & WH	0001	241287	EFT	08/07/2024			378423	581489	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		172.00				
							172.00			
						CHECK TOTAL	**172.00**			
382	PHILLIPS BUILDING SUP	0000	242510	EFT	08/07/2024			378654	581744	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		70.97				
							70.97			
382	PHILLIPS BUILDING SUP	0000	242510	EFT	08/07/2024			378656	581745	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		23.99				
							23.99			
382	PHILLIPS BUILDING SUP	0000	242510	EFT	08/07/2024			378657	581747	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 615800		SEWER	LFT STATN		1,358.91				
							1,358.91			
382	PHILLIPS BUILDING SUP	0000	242631	EFT	08/07/2024			378841	581946	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 610700		LEISURE SE	OPER SUPL		97.85				
							97.85			
						CHECK TOTAL	**1,551.72**			
398	PITNEY BOWES INC	0000		INV	08/07/2024			378477	581545	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 625700		OPERATING	POSTAGE		98.59				
							98.59			
						CHECK TOTAL	**98.59**			
16506	POWELL CONSTRUCTION S	0000	242301	EFT	08/07/2024			378688	581778	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 315 615600		TRAFFIC	TRAFFIC SG		6,435.00				
							6,435.00			
						CHECK TOTAL	**6,435.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
34672	POWERDMS INC	0000	242362	EFT	08/07/2024		378123	581184	

ACCOUNT DETAIL					LINE AMOUNT
1	150	621700	INFO TECH	MAINT CONT	11,602.16

	11,602.16
CHECK TOTAL	**11,602.16**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
43340	PRIMARY ARMS LLC	0000	242448	EFT	08/07/2024		378503	581571	

ACCOUNT DETAIL					LINE AMOUNT
1	213	612500	OPERATING	UNIFORMS	14,855.16

	14,855.16
CHECK TOTAL	**14,855.16**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42942	PSYCHOLOGICAL RESOURC	0000	240144	EFT	08/07/2024		378147	581209	

ACCOUNT DETAIL					LINE AMOUNT
1	213	627900	OPERATING	MISC	150.00

	150.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42942	PSYCHOLOGICAL RESOURC	0000	240144	EFT	08/07/2024		378148	581210	

ACCOUNT DETAIL					LINE AMOUNT
1	213	627900	OPERATING	MISC	750.00

	750.00

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42942	PSYCHOLOGICAL RESOURC	0000	240144	EFT	08/07/2024		378835	581940	

ACCOUNT DETAIL					LINE AMOUNT
1	213	627900	OPERATING	MISC	400.00

	400.00
CHECK TOTAL	**1,300.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
42881	REXEL USA INC	0000		EFT	08/07/2024		378902	582009	

ACCOUNT DETAIL					LINE AMOUNT
1	445	610700	J T JONES	OPER SUPL	2,929.29

	2,929.29
CHECK TOTAL	**2,929.29**

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41457	ROBERT C TAYLOR	0000		INV	08/07/2024		378550	581621	

ACCOUNT DETAIL					LINE AMOUNT
1	290	626900	FIRE	TRAVEL	116.00

	116.00
CHECK TOTAL	**116.00**

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
10043	ROBERT HALLS AUTO SAL	0000	241660	INV	08/07/2024			378607	581685	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		275.00				
							275.00			
						CHECK TOTAL	**275.00**			
98438	ROLAND ROBINSON	0000		INV	08/07/2024			378542	581611	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 010 210601		GENRL FUND	BONDS PAY		1,677.25				
							1,677.25			
						CHECK TOTAL	**1,677.25**			
34234	RUN N TRI COMPANY	0000	242496	EFT	08/07/2024			378152	581215	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 612500		FIRE	UNIFORMS		140.00				
							140.00			
						CHECK TOTAL	**140.00**			
42444	RUSSOM'S GULF COAST	0000	240142	EFT	08/07/2024			378424	581490	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		315.99				
							315.99			
						CHECK TOTAL	**315.99**			
449	SAMS CLUB CORP	0000	242373	INV	08/07/2024			378611	581689	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610700		OPERATING	OPER SUPL		205.44				
							205.44			
						CHECK TOTAL	**205.44**			
25565	SCRIBBLE SOFTWARE, IN	0000	240774	INV	08/07/2024			378754	581849	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 610700		J T JONES	OPER SUPL		240.00				
							240.00			
						CHECK TOTAL	**240.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
34048	SEYMOUR ENGINEERING P	0000	241350	INV	08/07/2024			378674	581764	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 362 640200 24022		CP ARPA EX CAP ENG			15,450.00				
							15,450.00			
						CHECK TOTAL	**15,450.00**			
860	THE SHERWIN WILLIAMS	0000	240591	EFT	08/07/2024			378470	581538	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 624601		BLDG MAINT REPAIRS			97.23				
							97.23			
860	THE SHERWIN WILLIAMS	0000	240591	EFT	08/07/2024			378662	581752	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 415 624601		BLDG MAINT REPAIRS			150.30				
							150.30			
						CHECK TOTAL	**247.53**			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	08/07/2024			378154	581217	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626100		Finance ADVERTSNG			52.30				
							52.30			
42266	SIJ HOLDINGS, LLC	0000	240213	EFT	08/07/2024			378432	581498	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 626100		PLAN & ZON ADVERTSNG			78.55				
							78.55			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	08/07/2024			378815	581919	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626100		Finance ADVERTSNG			217.64				
							217.64			
42266	SIJ HOLDINGS, LLC	0000	240007	EFT	08/07/2024			378816	581920	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 145 626100		Finance ADVERTSNG			96.40				
							96.40			
						CHECK TOTAL	**444.89**			
43282	SILIPINT PARTNERS LLC	0000	242443	INV	08/07/2024			378438	581506	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 614110		HRB LGT EX RESALE			1,254.00				
							1,254.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**1,254.00**			
43295	SINGER MS LLC	0000	242533	EFT	08/07/2024			378435	581502	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 610700		FIRE	OPER SUPL		18.26				
							18.26			
						CHECK TOTAL	**18.26**			
42011	COAST PROCESS SERVERS	0000		INV	08/07/2024			378616	581695	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 365 640300 02807		CITYFUND	REAL ACQ		50.00				
							50.00			
						CHECK TOTAL	**50.00**			
220	NORMA JEAN SOROE	0000	240317	EFT	08/07/2024			378143	581205	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 622100		PLAN & ZON	PROF FEES		365.00				
							365.00			
220	NORMA JEAN SOROE	0000	240317	EFT	08/07/2024			378625	581703	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 622100		PLAN & ZON	PROF FEES		224.53				
							224.53			
						CHECK TOTAL	**589.53**			
553	SOUTH MS BUSINESS MAC	0000		EFT	08/07/2024			378553	581624	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 611 621700		PLAN & ZON	MAINT CONT		475.00				
							475.00			
553	SOUTH MS BUSINESS MAC	0000		EFT	08/07/2024			378691	581781	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 621700		COUNCIL	MAINT CONT		40.00				
							40.00			
						CHECK TOTAL	**515.00**			
40894	THE SOUTHERN CONNECTI	0000	241393	INV	08/07/2024			378833	581938	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 214 630500 24012		POL GRANTS	COMMUNICAT		26,971.56				
							26,971.56			

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**26,971.56**			
42764	SOUTHERN ENVIRO CONST	0000	242180	EFT	08/07/2024			378794	581896	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 215 625500		Code Enf	LOT ASSESS		5,900.00				
							5,900.00			
						CHECK TOTAL	**5,900.00**			
40705	SOUTHERN EXTERIORS FE	0000	242539	EFT	08/07/2024			379142	582248	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 825 620900		SEWER	CONTRACT		570.00				
							570.00			
						CHECK TOTAL	**570.00**			
611	SOUTHERN PIPE & SUPPL	0000	242099	EFT	08/07/2024			378708	581798	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 617000		WATER	METERS		52,000.00				
							52,000.00			
611	SOUTHERN PIPE & SUPPL	0000	242099	EFT	08/07/2024			378709	581799	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 617000		WATER	METERS		13,000.00				
							13,000.00			
611	SOUTHERN PIPE & SUPPL	0000	240629	EFT	08/07/2024			378710	581800	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 616700		WATER	WATERLINE		3,836.80				
							3,836.80			
611	SOUTHERN PIPE & SUPPL	0000	242577	EFT	08/07/2024			379146	582252	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 617000		WATER	METERS		60,900.00				
							60,900.00			
611	SOUTHERN PIPE & SUPPL	0000	241233	EFT	08/07/2024			379147	582253	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 815 617000		WATER	METERS		10,554.00				
							10,554.00			
						CHECK TOTAL	**140,290.80**			

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Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
614	SOUTHERN PRINTING & S	0000		EFT	08/07/2024		377821	580840	

ACCOUNT DETAIL					LINE AMOUNT
1	411	612500	LEISURE SE	UNIFORMS	329.50
					329.50

614	SOUTHERN PRINTING & S	0000	242120	EFT	08/07/2024		378098	581158	

ACCOUNT DETAIL					LINE AMOUNT
1	290	612500	FIRE	UNIFORMS	1,680.00
					1,680.00
				CHECK TOTAL	**2,009.50**

6167	SOUTHERN TIRE MART LL	0000	242057	INV	08/07/2024		378105	581165	

ACCOUNT DETAIL					LINE AMOUNT
1	290	611300	FIRE	MOTR VEH	162.50
					162.50
				CHECK TOTAL	**162.50**

17329	SOUTHERN WATERWORKS S	0000	242022	INV	08/07/2024		378705	581795	

ACCOUNT DETAIL					LINE AMOUNT
1	815	616700	WATER	WATERLINE	3,020.08
					3,020.08

17329	SOUTHERN WATERWORKS S	0000	242431	INV	08/07/2024		378706	581796	

ACCOUNT DETAIL					LINE AMOUNT
1	815	616700	WATER	WATERLINE	3,327.75
					3,327.75

17329	SOUTHERN WATERWORKS S	0000	242489	INV	08/07/2024		378707	581797	

ACCOUNT DETAIL					LINE AMOUNT
1	815	616700	WATER	WATERLINE	278.00
					278.00

17329	SOUTHERN WATERWORKS S	0000	242582	INV	08/07/2024		379145	582251	

ACCOUNT DETAIL					LINE AMOUNT
1	815	616700	WATER	WATERLINE	1,094.00
					1,094.00
				CHECK TOTAL	**7,719.83**

42883	SOUTHLAND HEATING & A	0000	241946	INV	08/07/2024		378822	581926	

ACCOUNT DETAIL						LINE AMOUNT
1	103	630100	24031	CP WS REV	CAP OTLY	49,397.00
						49,397.00

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**49,397.00**			
40142	SPORTSENGINE	0000		EFT	08/07/2024			378111	581171	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 155 620900		HR	CONTRACT		74.00				
							74.00			
						CHECK TOTAL	**74.00**			
43318	STANTEC CONSULTING SE	0000	242267	INV	08/07/2024			378678	581768	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 103 640200 24033		CP WS REV	CAP ENG		73,358.25				
							73,358.25			
43318	STANTEC CONSULTING SE	0000	242267	INV	08/07/2024			378679	581769	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 103 640200 24033		CP WS REV	CAP ENG		5,644.45				
							5,644.45			
						CHECK TOTAL	**79,002.70**			
383	STATE FIRE ACADEMY	0000	242451	INV	08/07/2024			378469	581537	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		125.00				
							125.00			
383	STATE FIRE ACADEMY	0000	242450	INV	08/07/2024			378510	581579	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		400.00				
							400.00			
383	STATE FIRE ACADEMY	0000	241920	INV	08/07/2024			378715	581805	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		3,500.00				
							3,500.00			
383	STATE FIRE ACADEMY	0000		INV	08/07/2024			378716	581806	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 622300		FIRE	TRAIN PRG		80.00				
							80.00			
						CHECK TOTAL	**4,105.00**			

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1103	STATE OF MISSISSIPPI	0000		INV	08/07/2024		378714	581804	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 143 621900		CAO Office	MEMBER DUE		25.00			
						25.00			
						CHECK TOTAL	**25.00**		
42603	SUDDEN SERVICE INC	0000		EFT	08/07/2024		378505	581574	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		675.00			
						675.00			
42603	SUDDEN SERVICE INC	0000		EFT	08/07/2024		378506	581575	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		460.00			
						460.00			
42603	SUDDEN SERVICE INC	0000		EFT	08/07/2024		378507	581576	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		460.00			
						460.00			
42603	SUDDEN SERVICE INC	0000		EFT	08/07/2024		378508	581577	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612200		FIRE	REP&MAINT		460.00			
						460.00			
						CHECK TOTAL	**2,055.00**		
23563	SUN COAST BUSINESS SU	0000	242406	EFT	08/07/2024		378139	581201	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 610100		Events	JANITORIAL		290.85			
	2 148 610400		Events	OFF SUPPLS		121.00			
						411.85			
23563	SUN COAST BUSINESS SU	0000	242519	EFT	08/07/2024		378157	581220	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 610400		Finance	OFF SUPPLS		132.78			
						132.78			
23563	SUN COAST BUSINESS SU	0000	242519	EFT	08/07/2024		378436	581504	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 610400		Finance	OFF SUPPLS		136.40			
	2 811 610400		UTIL BILL	OFF SUPPLS		117.47			
						253.87			

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Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23563	SUN COAST BUSINESS SU	0000	242310	EFT	08/07/2024		378483	581551	

ACCOUNT DETAIL					LINE AMOUNT
1	143	610100	CAO Office	JANITORIAL	31.90
2	147	610100	Marketing	JANITORIAL	31.91
3	111	621700	MAYOR	MAINT CONT	31.91

95.72

23563	SUN COAST BUSINESS SU	0000	242519	EFT	08/07/2024		378564	581641	

ACCOUNT DETAIL					LINE AMOUNT
1	145	610400	Finance	OFF SUPPLS	18.40
2	811	610400	UTIL BILL	OFF SUPPLS	18.40

36.80

23563	SUN COAST BUSINESS SU	0000	242603	EFT	08/07/2024		378747	581840	

ACCOUNT DETAIL					LINE AMOUNT
1	213	610400	OPERATING	OFF SUPPLS	579.20

579.20

CHECK TOTAL **1,510.22**

31544	SUN SOUTH LLC	0001	241732	EFT	08/07/2024		378882	581988	

ACCOUNT DETAIL					LINE AMOUNT
1	213	611300	OPERATING	MOTR VEH	163.18

163.18

CHECK TOTAL **163.18**

610	SUNBELT FIRE INC	0000		EFT	08/07/2024		378125	581186	

ACCOUNT DETAIL					LINE AMOUNT
1	290	611300	FIRE	MOTR VEH	324.63

324.63

610	SUNBELT FIRE INC	0000		EFT	08/07/2024		378150	581213	

ACCOUNT DETAIL					LINE AMOUNT
1	290	611300	FIRE	MOTR VEH	1,736.60

1,736.60

610	SUNBELT FIRE INC	0000	242515	EFT	08/07/2024		378158	581221	

ACCOUNT DETAIL					LINE AMOUNT
1	290	612500	FIRE	UNIFORMS	4,500.00

4,500.00

610	SUNBELT FIRE INC	0000		EFT	08/07/2024		378168	581231	

ACCOUNT DETAIL					LINE AMOUNT
1	290	611300	FIRE	MOTR VEH	2,998.20

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						2,998.20			
610	SUNBELT FIRE INC	0000	240225	EFT	08/07/2024		378440	581508	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		88.43			
						88.43			
610	SUNBELT FIRE INC	0000	242565	EFT	08/07/2024		378521	581590	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 612500		FIRE	UNIFORMS		1,725.00			
						1,725.00			
610	SUNBELT FIRE INC	0000	242640	EFT	08/07/2024		378713	581803	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		3,940.11			
						3,940.11			
610	SUNBELT FIRE INC	0000		EFT	08/07/2024		378756	581851	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		260.93			
						260.93			
610	SUNBELT FIRE INC	0000		EFT	08/07/2024		378808	581911	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		100.05			
						100.05			
610	SUNBELT FIRE INC	0000		EFT	08/07/2024		378899	582006	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		464.07			
						464.07			
						CHECK TOTAL	**16,138.02**		
6590	TASER INTERNATIONAL I	0000		INV	08/07/2024		378798	10571.18	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 620900		OPERATING	CONTRACT		10,571.18			
						10,571.18			
6590	TASER INTERNATIONAL I	0000		INV	08/07/2024		378799	581900	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		2,279.84			
						2,279.84			
						CHECK TOTAL	**12,851.02**		

ACCOUNTS PAYABLE WARRANT REPORT

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WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
39226	NATASHA TATE	0000		INV	08/07/2024			378617	581696	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 626900		FIRE	TRAVEL		177.00				
							177.00			
						CHECK TOTAL	**177.00**			
42634	TAYLOR MADE LAWN CARE	0000	240778	INV	08/07/2024			378777	581878	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 620900		LEISURE SE	CONTRACT		503.67				
							503.67			
						CHECK TOTAL	**503.67**			
43238	THE ACTIVITY GROUP IN	0000	241651	INV	08/07/2024			378770	581869	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 214 630100 24018		POL GRANTS	CAP OTLY		14,400.00				
							14,400.00			
						CHECK TOTAL	**14,400.00**			
37190	THE BEISTLE COMPANY	0001	242484	INV	08/07/2024			378621	581700	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 627702		FIRE	DEPT CONT		968.00				
							968.00			
						CHECK TOTAL	**968.00**			
25114	THE PRINT SHED LLC	0000	242383	EFT	08/07/2024			378439	581507	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 115 622100		COUNCIL	PROF FEES		665.50				
							665.50			
25114	THE PRINT SHED LLC	0000	240130	EFT	08/07/2024			378629	581707	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 612500		OPERATING	UNIFORMS		496.00				
							496.00			
25114	THE PRINT SHED LLC	0000	240130	EFT	08/07/2024			378630	581708	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 612500		OPERATING	UNIFORMS		339.00				
							339.00			
						CHECK TOTAL	**1,500.50**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
37430	DAREN EDWARD TICHENOR	0000		EFT	08/07/2024			378484	581552	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 610700		OPERATING	OPER SUPL		72.75				
							72.75			
						CHECK TOTAL	**72.75**			
41972	TIMOTHY WESTBROOK	0000	242504	EFT	08/07/2024			378555	581626	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 215 625500		Code Enf	LOT ASSESS		90.00				
							90.00			
41972	TIMOTHY WESTBROOK	0000	242504	EFT	08/07/2024			378556	581628	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 215 625500		Code Enf	LOT ASSESS		350.00				
							350.00			
41972	TIMOTHY WESTBROOK	0000	242504	EFT	08/07/2024			378640	581720	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 215 625500		Code Enf	LOT ASSESS		400.00				
							400.00			
41972	TIMOTHY WESTBROOK	0000	242608	EFT	08/07/2024			378793	581894	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 215 625500		Code Enf	LOT ASSESS		300.00				
							300.00			
						CHECK TOTAL	**1,140.00**			
42449	TNVC INC	0000	242251	EFT	08/07/2024			378620	581699	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 290 630100	24028	FIRE	CAP OTLY		9,091.38				
							9,091.38			
						CHECK TOTAL	**9,091.38**			
20539	BANKS & BANKS, INC.	0000	242514	EFT	08/07/2024			378644	581726	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 447 630100		HRB LGT EX	CAP OTLY		3,350.00				
							3,350.00			
						CHECK TOTAL	**3,350.00**			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
41082	TRISTEN LEWIS	0000		INV	08/07/2024		378600	581678	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 626900		FIRE	TRAVEL		116.00			
						116.00			
						CHECK TOTAL	**116.00**		
549	TURAN-FOLEY CHEVROLET	0000	240114	INV	08/07/2024		378425	581491	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		45.98			
						45.98			
549	TURAN-FOLEY CHEVROLET	0000	240114	INV	08/07/2024		378427	581493	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		55.50			
						55.50			
						CHECK TOTAL	**101.48**		
10316	TYLER TECHNOLOGIES, I	0001	242415	INV	08/07/2024		378451	581519	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150 621700		INFO TECH	MAINT CONT		1,656.17			
						1,656.17			
10316	TYLER TECHNOLOGIES, I	0001		INV	08/07/2024		378594	581672	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 145 610700		Finance	OPER SUPL		944.82			
						944.82			
10316	TYLER TECHNOLOGIES, I	0001	241479	INV	08/07/2024		378757	581852	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 811 620900		UTIL BILL	CONTRACT		5,990.00			
						5,990.00			
						CHECK TOTAL	**8,590.99**		
26616	ULINE, INC.	0001	242413	EFT	08/07/2024		378149	581211	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		515.22			
						515.22			
26616	ULINE, INC.	0001	242653	EFT	08/07/2024		378972	582079	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 610700		FIRE	OPER SUPL		1,126.75			
						1,126.75			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**1,641.97**			
39419	UNDERWATER BOAT SERVI	0000		EFT	08/07/2024			378525	581594	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 445 612200		J T JONES	REP&MAINT		3,350.00				
							3,350.00			
						CHECK TOTAL	**3,350.00**			
10592	UNIQUE COLLISION CENT	0000		EFT	08/07/2024			378447	581515	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		1,689.63				
							1,689.63			
						CHECK TOTAL	**1,689.63**			
17929	UNIVERSAL COMONE LLC	0000	242624	EFT	08/07/2024			378971	582078	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 811 620900		UTIL BILL	CONTRACT		4,081.00				
							4,081.00			
						CHECK TOTAL	**4,081.00**			
6539	UNITED PARCEL SERVICE	0000		INV	08/07/2024			378492	581560	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 625700		OPERATING	POSTAGE		261.89				
							261.89			
6539	UNITED PARCEL SERVICE	0000		INV	08/07/2024			378493	581561	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 625700		OPERATING	POSTAGE		110.67				
							110.67			
6539	UNITED PARCEL SERVICE	0000		INV	08/07/2024			378494	581562	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 625700		OPERATING	POSTAGE		194.76				
							194.76			
						CHECK TOTAL	**567.32**			
42233	VARSITY BRANDS HOLDIN	0001	242455	EFT	08/07/2024			378848	581953	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 411 613100		LEISURE SE	ATHLETIC		19,167.74				
							19,167.74			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE		AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**19,167.74**			
17804	VISION SERVICE PLAN I	0001		INV	08/07/2024			378635	581713	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 001 214350		POOL CASH	W/H-VISION		4,610.61				
							4,610.61			
						CHECK TOTAL	**4,610.61**			
609	WARING OIL COMPANY LL	0001	242429	EFT	08/07/2024			378117	581177	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 213 611300		OPERATING	MOTR VEH		2,300.00				
							2,300.00			
						CHECK TOTAL	**2,300.00**			
883	WARREN PAVING INC	0000	242521	EFT	08/07/2024			379157	582263	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 613800		STS & DRAI	ASPHALT		519.59				
							519.59			
883	WARREN PAVING INC	0000	242521	EFT	08/07/2024			379158	582264	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 613800		STS & DRAI	ASPHALT		440.26				
							440.26			
883	WARREN PAVING INC	0000	242521	EFT	08/07/2024			379159	582265	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 613800		STS & DRAI	ASPHALT		305.13				
							305.13			
883	WARREN PAVING INC	0000	242521	EFT	08/07/2024			379160	582266	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 613800		STS & DRAI	ASPHALT		395.80				
							395.80			
883	WARREN PAVING INC	0000	242521	EFT	08/07/2024			379161	582267	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 613800		STS & DRAI	ASPHALT		435.90				
							435.90			
883	WARREN PAVING INC	0000	242300	EFT	08/07/2024			379162	582268	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 311 613800		STS & DRAI	ASPHALT		174.14				
							174.14			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
883	WARREN PAVING INC	0000	242300	EFT	08/07/2024		379163	582269	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		526.77			
						526.77			
883	WARREN PAVING INC	0000	242300	EFT	08/07/2024		379164	582270	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		434.48			
						434.48			
883	WARREN PAVING INC	0000	242300	EFT	08/07/2024		379165	582271	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		431.87			
						431.87			
883	WARREN PAVING INC	0000	242300	EFT	08/07/2024		379166	582272	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		299.52			
						299.52			
883	WARREN PAVING INC	0000	242300	EFT	08/07/2024		379167	582273	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		261.21			
						261.21			
883	WARREN PAVING INC	0000	242300	EFT	08/07/2024		379168	582274	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 613800		STS & DRAI	ASPHALT		214.19			
						214.19			
						CHECK TOTAL	**4,438.86**		
969	WASTE MANAGEMENT OF M	0001		INV	08/07/2024		379226	582332	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 850 627100		Sld Wst Ex	SOLID WSTE		6,172.31			
						6,172.31			
969	WASTE MANAGEMENT OF M	0001		INV	08/07/2024		379227	582333	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 850 627100		Sld Wst Ex	SOLID WSTE		1,508.65			
						1,508.65			
969	WASTE MANAGEMENT OF M	0001		INV	08/07/2024		379228	582334	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 627200		WATER	TRASH		1,704.97			
						1,704.97			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
969	WASTE MANAGEMENT OF M	0001		INV	08/07/2024		379229	582335	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 627200		WATER	TRASH		1,291.99			
						1,291.99			
						CHECK TOTAL	**10,677.92**		
1726	WASTE OIL COLLECTORS	0000	240116	INV	08/07/2024		378428	581494	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 213 611300		OPERATING	MOTR VEH		80.00			
						80.00			
						CHECK TOTAL	**80.00**		
40182	WASTE PRO OF MISSISSI	0000		EFT	08/07/2024		378532	581601	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 621700		FIRE	MAINT CONT		40.00			
						40.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	08/07/2024		378973	582080	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 626700		STS & DRAI	RENTAL		37.76			
						37.76			
40182	WASTE PRO OF MISSISSI	0000		EFT	08/07/2024		378974	582081	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		92.65			
						92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	08/07/2024		378975	582082	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		73.76			
						73.76			
40182	WASTE PRO OF MISSISSI	0000		EFT	08/07/2024		378976	582083	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 447 620900		HRB LGT EX	CONTRACT		384.00			
						384.00			
40182	WASTE PRO OF MISSISSI	0000		EFT	08/07/2024		378977	582084	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 620900		BLDG MAINT	CONTRACT		320.00			
						320.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40182	WASTE PRO OF MISSISSI	0000	240506	EFT	08/07/2024		379190	582296	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 850 620910		Sld Wst Ex	C - GARBGE		374,934.77			
	2 850 620911		Sld Wst Ex	C - RECYCL		173,521.49			
						548,456.26			
40182	WASTE PRO OF MISSISSI	0000		EFT	08/07/2024		379211	582317	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 850 627100		Sld Wst Ex	SOLID WSTE		42,402.08			
						42,402.08			
40182	WASTE PRO OF MISSISSI	0000		EFT	08/07/2024		379222	582328	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626700		WATER	RENTAL		92.65			
						92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	08/07/2024		379223	582329	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626700		WATER	RENTAL		92.65			
						92.65			
40182	WASTE PRO OF MISSISSI	0000		EFT	08/07/2024		379224	582330	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 626700		WATER	RENTAL		92.65			
						92.65			
						CHECK TOTAL	**592,084.46**		
24702	WEAVER ELECTRIC INC	0000	242381	EFT	08/07/2024		378458	581526	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 415 627900		BLDG MAINT	MISC		640.00			
						640.00			
24702	WEAVER ELECTRIC INC	0000	242421	EFT	08/07/2024		378462	581530	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 148 627800		Events	EVENT		1,600.00			
						1,600.00			
24702	WEAVER ELECTRIC INC	0000	242464	EFT	08/07/2024		378698	581788	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 325 624601		ENGINEER	REPAIRS		2,050.00			
						2,050.00			
24702	WEAVER ELECTRIC INC	0000	242339	EFT	08/07/2024		378699	581789	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		11,675.00			

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING

VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						11,675.00			
24702	WEAVER ELECTRIC INC	0000	241889	EFT	08/07/2024		379141	582247	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 815 620900		WATER	CONTRACT		960.00			
	2 825 620900		SEWER	CONTRACT		800.00			
						1,760.00			
						CHECK TOTAL	**17,725.00**		
20603	HD SUPPLY WHITE CAP C	0001	242490	INV	08/07/2024		378694	581784	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 311 614600		STS & DRAI	STORM PIPE		3,695.04			
						3,695.04			
						CHECK TOTAL	**3,695.04**		
42660	WOLVERTON PROPERTY MA	0000	241353	EFT	08/07/2024		378782	581883	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		4,195.00			
						4,195.00			
42660	WOLVERTON PROPERTY MA	0000	241353	EFT	08/07/2024		378785	581886	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		19,200.00			
						19,200.00			
42660	WOLVERTON PROPERTY MA	0000	241353	EFT	08/07/2024		378843	581948	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		8,100.00			
						8,100.00			
42660	WOLVERTON PROPERTY MA	0000	241353	EFT	08/07/2024		378844	581949	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 411 620900		LEISURE SE	CONTRACT		4,195.00			
						4,195.00			
						CHECK TOTAL	**35,690.00**		
38546	ZACHARY REGAN	0000	242588	EFT	08/07/2024		378597	581675	
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 290 611300		FIRE	MOTR VEH		2,126.50			
						2,126.50			
						CHECK TOTAL	**2,126.50**		

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

WARRANT: 08072024 08/07/2024

CASH ACCOUNT: 001 100350 ACCOUNTS PAYABLE CLEARING									
VENDOR		REMIT	PO	TYPE	DUE DATE	AMOUNT	DOCUMENT	VOUCHER	CHECK
919	INVOICES			WARRANT TOTAL		3,044,638.17	3,044,638.17		

ACCOUNTS PAYABLE WARRANT REPORT

Warrant Summary

WARRANT: 08072024 08/07/2024

FUND	ORG		ACCOUNT		AMOUNT
001	001	POOLED CASH	001 -000-000-000-000-214350-	WITHHOLDING-VISION 10	4,610.61
				FUND TOTAL	**4,610.61**
010	010	REVENUES - CITY GENER	010 -000-000-000-000-210601-	BONDS PAYABLE	1,677.25
010	010	REVENUES - CITY GENER	010 -000-000-000-000-215100-	ACCRUAL - EMPLOYEE CL	19,400.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-503700-	SUMMER DAY CAMP	60.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41130	RENTS	275.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41134	RENTS	200.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41139	RENTS	525.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41140	RENTS	875.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41142	RENTS	400.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41143	RENTS	725.00
010	010	REVENUES - CITY GENER	010 -000-000-000-000-505800-41145	RENTS	350.00
010	111	EXECUTIVE	010 -100-111-000-000-621700-	MAINTENANCE CONTRACTS	84.26
010	111	EXECUTIVE	010 -100-111-000-000-626001-	TELEPHONE	49.75
010	115	LEGISLATIVE	010 -100-115-000-000-621700-	MAINTENANCE CONTRACTS	40.00
010	115	LEGISLATIVE	010 -100-115-000-000-622100-	PROFESSIONAL FEES	665.50
010	115	LEGISLATIVE	010 -100-115-000-000-626001-	TELEPHONE	42.67
010	125	JUDICIAL	010 -100-125-000-000-626001-	TELEPHONE	287.47
010	125	JUDICIAL	010 -100-125-000-000-626002-	ELECTRIC	6,390.76
010	125	JUDICIAL	010 -100-125-000-000-630100-	CAPITAL OUTLAY	316.86
010	135	LEGAL	010 -100-135-000-000-621300-	LEGAL FEES	36.00
010	135	LEGAL	010 -100-135-000-000-621900-	MEMBERSHIP DUES AND S	10.00
010	135	LEGAL	010 -100-135-000-000-622300-	TRAINING PROGRAMS	290.00
010	135	LEGAL	010 -100-135-000-000-626001-	TELEPHONE	50.84
010	143	CAO Office	010 -100-145-143-000-610100-	CLEANING AND JANITORI	44.26
010	143	CAO Office	010 -100-145-143-000-614000-	GASOLINE, OIL, GREASE	178.69
010	143	CAO Office	010 -100-145-143-000-621900-	MEMBERSHIP DUES AND S	25.00
010	143	CAO Office	010 -100-145-143-000-626001-	TELEPHONE	52.17
010	144	Business Development	010 -100-145-144-000-626001-	TELEPHONE	15.91
010	145	Finance	010 -100-145-145-000-6101-00-	CLEANING AND JANITORI	99.14
010	145	Finance	010 -100-145-145-000-6104-00-	OFFICE SUPPLIES	385.58
010	145	Finance	010 -100-145-145-000-6107-00-	OPERATING SUPPLIES	944.82
010	145	Finance	010 -100-145-145-000-6209-00-	CONTRACTUAL FEES	1,848.22
010	145	Finance	010 -100-145-145-000-6260-01-	TELEPHONE	2,993.10
010	145	Finance	010 -100-145-145-000-6260-02-	ELECTRIC	9,253.23
010	145	Finance	010 -100-145-145-000-6260-03-	WATER	1,113.33
010	145	Finance	010 -100-145-145-000-6261-00-	ADVERTISING	366.34
010	145	Finance	010 -100-145-145-000-6267-00-	RENTAL	692.44

ACCOUNTS PAYABLE WARRANT REPORT

010	145	Finance	010 -100-145-145-000-6269-00-	TRAVEL	395.76
010	146	Grants Management	010 -100-145-146-000-626001-	TELEPHONE	80.61
010	147	Marketing	010 -100-145-147-000-610100-	CLEANING AND JANITORI	44.27
010	147	Marketing	010 -100-145-147-000-626001-	TELEPHONE	49.95
010	148	City Events	010 -100-650-148-000-6101-00-	CLEANING AND JANITORI	290.85
010	148	City Events	010 -100-650-148-000-6104-00-	OFFICE SUPPLIES/NONCA	121.00
010	148	City Events	010 -100-650-148-000-6140-00-	GASOLINE, OIL, GREASE	62.35
010	148	City Events	010 -100-650-148-000-6278-00-	EVENT EXPENSES	1,932.05
010	148	City Events	010 -100-650-148-000-627800-24002	EVENT EXPENSES	2,998.75
010	148	City Events	010 -100-650-148-000-627800-24003	EVENT EXPENSES	850.00
010	148	City Events	010 -100-650-148-000-627800-24004	EVENT EXPENSES	964.30
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6107-00-	OPER SUPPLIES/NONCAPI	35.00
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-6217-00-	MAINTENANCE CONTRACTS	32,368.91
010	150	INFORMATION TECHNOLOG	010 -100-150-150-000-622300-	TRAINING PROGRAMS	4,001.97
010	155	Human Resources	010 -100-145-155-000-620900-	CONTRACTUAL FEES	74.00
010	213	POLICE OPERATING	010 -200-212-213-000-610100-	CLEANING AND JANITORI	54.54
010	213	POLICE OPERATING	010 -200-212-213-000-610400-	OFFICE SUPPLIES	579.20
010	213	POLICE OPERATING	010 -200-212-213-000-610700-	OPERATING SUPPLIES	6,387.07
010	213	POLICE OPERATING	010 -200-212-213-000-611000-	BLDG MATERIALS AND SU	789.41
010	213	POLICE OPERATING	010 -200-212-213-000-611300-	MOTOR VEHICLE REPAIRS	41,904.40
010	213	POLICE OPERATING	010 -200-212-213-000-612500-	UNIFORMS	15,690.16
010	213	POLICE OPERATING	010 -200-212-213-000-614000-	GASOLINE, OIL, GREASE	32,529.65
010	213	POLICE OPERATING	010 -200-212-213-000-614900-	ANIMAL CONTROL	18,236.20
010	213	POLICE OPERATING	010 -200-212-213-000-620701-	FORENSIC	2,400.00
010	213	POLICE OPERATING	010 -200-212-213-000-620900-	CONTRACTUAL FEES	10,843.68
010	213	POLICE OPERATING	010 -200-212-213-000-621900-	MEMBERSHIP DUES AND S	3,125.59
010	213	POLICE OPERATING	010 -200-212-213-000-622900-	MEDICAL EXPENSE	553.36
010	213	POLICE OPERATING	010 -200-212-213-000-623500-	PRISONER MEALS AND HO	59,956.29
010	213	POLICE OPERATING	010 -200-212-213-000-623900-	ENTERTAINMENT	1,499.37
010	213	POLICE OPERATING	010 -200-212-213-000-624500-	TAXES AND LICENSES	28.00
010	213	POLICE OPERATING	010 -200-212-213-000-625700-	POSTAGE	665.91
010	213	POLICE OPERATING	010 -200-212-213-000-626001-	TELEPHONE	14,015.93
010	213	POLICE OPERATING	010 -200-212-213-000-626002-	ELECTRIC	22,410.09
010	213	POLICE OPERATING	010 -200-212-213-000-626003-	WATER	1,103.31
010	213	POLICE OPERATING	010 -200-212-213-000-626004-	GAS	56.20
010	213	POLICE OPERATING	010 -200-212-213-000-626900-	TRAVEL	1,136.00
010	213	POLICE OPERATING	010 -200-212-213-000-627900-	MISC SERVICES AND CHA	10,358.97
010	214	POLICE GRANTS	010 -200-212-214-000-630100-24018	CAPITAL OUTLAY	14,400.00
010	214	POLICE GRANTS	010 -200-212-214-000-630500-24012	COMMUNICATION EQUIPME	26,971.56
010	215	Code Enforcement	010 -200-212-215-000-614000-	GASOLINE, OIL, GREASE	446.92
010	215	Code Enforcement	010 -200-212-215-000-625500-	LOT ASSESSMENTS	8,505.00
010	290	FIRE	010 -200-290-000-000-610100-	CLEANING AND JANITORI	1,439.91
010	290	FIRE	010 -200-290-000-000-610400-	OFFICE SUPPLIES	203.49
010	290	FIRE	010 -200-290-000-000-610700-	OPERATING SUPPLIES	3,391.76
010	290	FIRE	010 -200-290-000-000-611300-	MOTOR VEHICLE REPAIRS	12,568.45

ACCOUNTS PAYABLE WARRANT REPORT

010	290	FIRE	010 -200-290-000-000-612200-	REPAIRS AND MAINTENAN	2,509.18
010	290	FIRE	010 -200-290-000-000-612500-	UNIFORMS	9,997.80
010	290	FIRE	010 -200-290-000-000-614000-	GASOLINE, OIL, GREASE	8,686.73
010	290	FIRE	010 -200-290-000-000-620900-24028	CONTRACTUAL FEES	397.26
010	290	FIRE	010 -200-290-000-000-621700-	MAINTENANCE CONTRACTS	2,923.33
010	290	FIRE	010 -200-290-000-000-622300-	TRAINING PROGRAMS	4,786.00
010	290	FIRE	010 -200-290-000-000-625700-	POSTAGE	7.26
010	290	FIRE	010 -200-290-000-000-626001-	TELEPHONE	5,524.20
010	290	FIRE	010 -200-290-000-000-626002-	ELECTRIC	12,162.89
010	290	FIRE	010 -200-290-000-000-626003-	WATER	1,490.22
010	290	FIRE	010 -200-290-000-000-626004-	GAS	175.07
010	290	FIRE	010 -200-290-000-000-626900-	TRAVEL	1,337.00
010	290	FIRE	010 -200-290-000-000-6277-02-	DEPT CONTRIBUTIONS	968.00
010	290	FIRE	010 -200-290-000-000-630100-24028	CAPITAL OUTLAY	9,680.55
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-610700-	OPERATING SUPPLIES	436.25
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-613800-	ASPHALT	4,438.86
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-614600-	STORM DRAIN PIPES	17,893.04
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-620900-	CONTRACTUAL FEES	9,567.25
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626001-	TELEPHONE	1,643.56
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626002-	ELECTRIC	65.00
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626003-	WATER	138.00
010	311	STREETS AND DRAINAGE	010 -300-309-311-000-626700-	RENTAL	37.76
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-610700-	OPERATING SUPPLIES	1,346.53
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-614000-	GASOLINE, OIL, GREASE	1,164.46
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-626001-	TELEPHONE	341.31
010	313	PUBLIC WORKS ADMIN	010 -300-309-313-000-626003-	WATER	411.00
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-610700-	OPERATING SUPPLIES	343.95
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-615500-	TRAFFIC CONTROL	3,500.00
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-615600-	TRAFFIC SIGNAL SUPPLI	6,435.00
010	315	TRAFFIC CONTROL AND S	010 -300-309-315-000-626001-	TELEPHONE	538.65
010	325	ENGINEERING	010 -300-325-000-000-614000-	GASOLINE, OIL, GREASE	232.08
010	325	ENGINEERING	010 -300-325-000-000-620900-	CONTRACTUAL FEES	2,883.33
010	325	ENGINEERING	010 -300-325-000-000-624601-	REPAIRS AND MAINTENAN	2,950.00
010	325	ENGINEERING	010 -300-325-000-000-625100-	STREETS AND TRAFFIC L	156,956.90
010	325	ENGINEERING	010 -300-325-000-000-626001-	TELEPHONE	445.90
010	335	MAINTENANCE GARAGE	010 -300-309-335-000-626001-	TELEPHONE	23.69
010	411	LEISURE SERVICES	010 -400-407-411-000-610600-	LANDSCAPE SUPPLIES	272.86
010	411	LEISURE SERVICES	010 -400-407-411-000-610700-	OPERATING SUPPLIES	2,532.28
010	411	LEISURE SERVICES	010 -400-407-411-000-611000-	BLDG MATERIALS AND SU	565.00
010	411	LEISURE SERVICES	010 -400-407-411-000-611300-	MOTOR VEHICLE REPAIRS	414.00
010	411	LEISURE SERVICES	010 -400-407-411-000-612200-	REPAIRS AND MAINTENAN	457.50
010	411	LEISURE SERVICES	010 -400-407-411-000-612500-	UNIFORMS	9,569.17
010	411	LEISURE SERVICES	010 -400-407-411-000-613100-	ATHLETIC PROGRAM SUPP	19,167.74
010	411	LEISURE SERVICES	010 -400-407-411-000-614000-	GASOLINE, OIL, GREASE	2,415.08
010	411	LEISURE SERVICES	010 -400-407-411-000-620900-	CONTRACTUAL FEES	97,713.79

ACCOUNTS PAYABLE WARRANT REPORT

010	411	LEISURE SERVICES	010 -400-407-411-000-626001-	TELEPHONE	3,697.84
010	411	LEISURE SERVICES	010 -400-407-411-000-626002-	ELECTRIC	28,637.24
010	411	LEISURE SERVICES	010 -400-407-411-000-626003-	WATER	4,646.49
010	411	LEISURE SERVICES	010 -400-407-411-000-626004-	GAS	42.81
010	413	EXPENDITURES - SPORTS	010 -400-413-411-000-621800-	PRIVATIZATION CONTRAC	20,177.00
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6140-00-	GASOLINE, OIL, GREASE	89.37
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6209-00-	CONTRACTUAL FEES	320.00
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6246-01-	REPAIRS AND MAINTENAN	2,773.98
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6260-03-	WATER	85.16
010	415	BUILDING MAINTENANCE	010 -100-660-415-000-6279-00-	MISC SERVICES AND CHA	640.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-610100-	CLEANING AND JANITORI	99.14
010	611	PLANNING AND ZONING	010 -600-611-611-000-610400-	OFFICE SUPPLIES	165.15
010	611	PLANNING AND ZONING	010 -600-611-611-000-614000-	GASOLINE, OIL, GREASE	748.84
010	611	PLANNING AND ZONING	010 -600-611-611-000-620900-	CONTRACTUAL FEES	16.66
010	611	PLANNING AND ZONING	010 -600-611-611-000-621700-	MAINTENANCE CONTRACTS	475.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-622100-	PROFESSIONAL FEES	589.53
010	611	PLANNING AND ZONING	010 -600-611-611-000-626001-	TELEPHONE	881.30
010	611	PLANNING AND ZONING	010 -600-611-611-000-626100-	ADVERTISING	78.55
010	611	PLANNING AND ZONING	010 -600-611-611-000-626500-	PRINTING AND BINDING	156.00
010	611	PLANNING AND ZONING	010 -600-611-611-000-630100-	CAPITAL OUTLAY	2,883.33
				FUND TOTAL	**880,032.60**
030	030	HURRICANE FUND	030 -000-000-000-000-640200-ZETA	Engineering	8,730.50
				FUND TOTAL	**8,730.50**
100	100	CAPITAL PROJECTS	100 -000-000-000-000-630100-23040	CAPITAL OUTLAY	55,000.00
100	345	CAPITAL PROJECTS - CA	100 -300-345-000-000-6301-00-23028	CAPITAL OUTLAY	3,453.50
100	345	CAPITAL PROJECTS - CA	100 -300-345-000-000-630100-24032	CAPITAL OUTLAY	675.43
100	345	CAPITAL PROJECTS - CA	100 -300-345-000-000-630100-24036	CAPITAL OUTLAY	3,695.00
				FUND TOTAL	**62,823.93**
103	103	CAP PROJ WATER SEWER	103 -000-000-000-000-630100-24031	CAPITAL OUTLAY	49,397.00
103	103	CAP PROJ WATER SEWER	103 -000-000-000-000-640200-24033	Engineering	79,002.70
				FUND TOTAL	**128,399.70**
105	362	CAP PROJ ARPA EXP	105 -920-100-100-000-640200-24021	Engineering	32,049.50
105	362	CAP PROJ ARPA EXP	105 -920-100-100-000-640200-24022	Engineering	15,450.00
105	362	CAP PROJ ARPA EXP	105 -920-100-100-000-640200-24023	Engineering	99,000.00
105	362	CAP PROJ ARPA EXP	105 -920-100-100-000-640200-24024	Engineering	136,500.00
				FUND TOTAL	**282,999.50**

ACCOUNTS PAYABLE WARRANT REPORT

107	365	NON REIMBURSABLE - CI	107 -920-100-100-100-620900-24025	CONTRACTUAL FEES	26,497.33
107	365	NON REIMBURSABLE - CI	107 -920-100-100-100-640200-02807	CAP PRJ - ENGINEERING	10,000.00
107	365	NON REIMBURSABLE - CI	107 -920-100-100-100-640300-02807	REAL ESTATE ACQUISITI	50.00
				FUND TOTAL	**36,547.33**
274	278	FEDERAL FORFEITURE &	274 -200-278-000-000-630200-	VEHICLES	23,242.26
				FUND TOTAL	**23,242.26**
275	277	FORFEITURES AND SEIZU	275 -200-277-000-000-630200-	VEHICLES	18,895.74
				FUND TOTAL	**18,895.74**
400	811	UTILITY BILLING	400 -800-811-000-000-610100-	CLEANING AND JANITORI	99.16
400	811	UTILITY BILLING	400 -800-811-000-000-610400-	OFFICE SUPPLIES	135.87
400	811	UTILITY BILLING	400 -800-811-000-000-620900-	CONTRACTUAL FEES	13,795.93
400	811	UTILITY BILLING	400 -800-811-000-000-626001-	TELEPHONE	927.56
400	811	UTILITY BILLING	400 -800-811-000-000-627900-	MISC SERVICES AND CHA	16.66
400	815	WATER OPERATIONS	400 -800-815-000-000-610700-	OPERATING SUPPLIES	4,663.18
400	815	WATER OPERATIONS	400 -800-815-000-000-614000-	GASOLINE, OIL, GREASE	31.18
400	815	WATER OPERATIONS	400 -800-815-000-000-614300-	SHELLS,GRAVEL,SAND	6,918.50
400	815	WATER OPERATIONS	400 -800-815-000-000-616400-	WATERWELL SUPPLIES	31,886.24
400	815	WATER OPERATIONS	400 -800-815-000-000-616700-	WATERLINE SUPPLIES	31,759.20
400	815	WATER OPERATIONS	400 -800-815-000-000-617000-	WATER METERS	136,454.00
400	815	WATER OPERATIONS	400 -800-815-000-000-620900-	CONTRACTUAL FEES	13,790.00
400	815	WATER OPERATIONS	400 -800-815-000-000-626001-	TELEPHONE	1,005.93
400	815	WATER OPERATIONS	400 -800-815-000-000-626002-	ELECTRIC	34,165.73
400	815	WATER OPERATIONS	400 -800-815-000-000-626003-	WATER	98.50
400	815	WATER OPERATIONS	400 -800-815-000-000-626700-	RENTAL	277.95
400	815	WATER OPERATIONS	400 -800-815-000-000-627200-	TRASH PICK-UP	2,996.96
400	825	SEWER OPERATIONS	400 -800-825-000-000-610700-	OPERATING SUPPLIES	569.73
400	825	SEWER OPERATIONS	400 -800-825-000-000-615800-	LIFT STATION SUPPLIES	34,368.27
400	825	SEWER OPERATIONS	400 -800-825-000-000-616100-	SEWERLINE SUPPLIES	217.92
400	825	SEWER OPERATIONS	400 -800-825-000-000-620900-	CONTRACTUAL FEES	15,694.12
400	825	SEWER OPERATIONS	400 -800-825-000-000-626001-	TELEPHONE	103.55
400	825	SEWER OPERATIONS	400 -800-825-000-000-626002-	ELECTRIC	22,662.02
400	845	HCWWSWMD	400 -800-845-000-000-627500-	WASTEWATER TREATMENT	569,550.00
				FUND TOTAL	**922,188.16**
405	850	Solid Waste Expenditu	405 -850-850-000-000-620910-	CONTRACTUAL - GARBAGE	374,934.77
405	850	Solid Waste Expenditu	405 -850-850-000-000-620911-	CONTRACTUAL - RECYCLE	173,521.49
405	850	Solid Waste Expenditu	405 -850-850-000-000-627100-	SOLID WASTE DISPOSAL	50,083.04

				FUND TOTAL	**598,539.30**
420	445	JOSEPH T JONES	420 -400-445-000-000-610700-	OPERATING SUPPLIES	3,308.79
420	445	JOSEPH T JONES	420 -400-445-000-000-611000-	BLDG MATERIALS AND SU	52.23
420	445	JOSEPH T JONES	420 -400-445-000-000-612200-	REPAIRS AND MAINTENAN	5,202.92
420	445	JOSEPH T JONES	420 -400-445-000-000-614000-	GASOLINE, OIL, GREASE	78.97
420	445	JOSEPH T JONES	420 -400-445-000-000-614100-	FUEL FOR RETAIL	35,500.07
420	445	JOSEPH T JONES	420 -400-445-000-000-614110-	GOODS FOR RETAIL	613.25
420	445	JOSEPH T JONES	420 -400-445-000-000-620900-	CONTRACTUAL FEES	6,236.59
420	445	JOSEPH T JONES	420 -400-445-000-000-626001-	TELEPHONE	738.46
420	445	JOSEPH T JONES	420 -400-445-000-000-626003-	WATER	1,072.22
				FUND TOTAL	**52,803.50**
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-611000-	BLDG MATERIALS AND SU	2,635.08
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-612200-	BLDG REPAIRS AND MAIN	40.17
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-614000-	GASOLINE, OIL, GREASE	133.63
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-614110-	ITEMS FOR RESALE	4,715.85
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-620900-	CONTRACTUAL FEES	1,026.00
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-626001-	TELEPHONE	49.95
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-626003-	WATER	309.06
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-626008-	PEST CONTROL	70.00
430	447	HARBOR LIGHTS EXPENDI	430 -400-447-000-000-630100-	CAPITAL OUTLAY	4,324.00
				FUND TOTAL	**13,303.74**
510	915	WORKERS COMPENSATION	510 -900-915-000-000-629300-	INSURANCE PREMIUMS	11,521.30
				FUND TOTAL	**11,521.30**
				WARRANT SUMMARY TOTAL	**3,044,638.17**
				GRAND TOTAL	**3,044,638.17**

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 08072024 08/07/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
10571.18	6590	TASER INTERNATIONAL INC	378798		INV	08/07/2024	10,571.18	TRUE UP- FLEET 3 BUND
580382	35998	KINGS SPRINKLER SYSTEMS I	377518	241355	EFT	08/07/2024	4,339.75	GROUNDS MAINTENANCE F
580614	9995	CHARLIE PRYOR	377697		INV	08/07/2024	100.00	REFUND
580840	614	SOUTHERN PRINTING & SILK	377821		EFT	08/07/2024	329.50	UNIFORMS
580841	35145	ESTATE MANAGEMENT SERVICE	377822		EFT	08/07/2024	1,507.71	POND MAINTENANCE
580941	42875	ALLISTONS LLC	377885	242026	EFT	08/07/2024	136.94	DEPARTMENT SHIRTS
580942	42875	ALLISTONS LLC	377886	242237	EFT	08/07/2024	179.92	SILK TOUCH POLO SHIRT
581151	389	OREILLY AUTO PARTS	378091		EFT	08/07/2024	14.32	VEHICLE PART
581154	380	LOWES ACCTS RECEIVABLE PR	378094	241987	INV	08/07/2024	106.17	HARBOR LIGHTS TICKET
581156	329	GULF COAST BUSINESS SUPPL	378096	242476	EFT	08/07/2024	93.94	SUPPLY ORDER
581157	329	GULF COAST BUSINESS SUPPL	378097	242477	EFT	08/07/2024	29.21	OFFICE SUPPLIES
581158	614	SOUTHERN PRINTING & SILK	378098	242120	EFT	08/07/2024	1,680.00	UNIFORMS
581159	43345	ANTHONY S BERMUDEZ	378099		INV	08/07/2024	116.00	FOOR ALLOWANCE SFA JU
581160	43346	JAXON T SCREWS	378100		INV	08/07/2024	116.00	FOOD ALLOWANCE SFA JU
581161	43347	DALTON S HOLLAND	378101		INV	08/07/2024	116.00	FOOD ALLOWANCE SFA JU
581162	43348	CHASE T JONES	378102		INV	08/07/2024	116.00	FOOD ALLOWANCE SFA JU
581165	6167	SOUTHERN TIRE MART LLC	378105	242057	INV	08/07/2024	162.50	VEHICLE MAINTENANCE /
581166	6528	FLEETCOR	378106		EFT	08/07/2024	153.21	VEHICLE FUEL
581167	1248	LEXISNEXIS	378107		EFT	08/07/2024	3,125.59	TRAX RENEWAL
581168	385	MISSISSIPPI DEPT OF REVEN	378108		INV	08/07/2024	16.00	Unmarked Government T
581170	6254	LANDERS DODGE	378110	241544	EFT	08/07/2024	42,138.00	DODGE DURANGO
581171	40142	SPORTSENGINE	378111		EFT	08/07/2024	74.00	JUNE 2024 BACKGROUND
581173	6528	FLEETCOR	378113		EFT	08/07/2024	10,556.05	FUEL
581174	15015	LANGUAGE LINE SERVICES	378114		EFT	08/07/2024	606.54	INTERPRETATION SERVIC
581175	42007	COMMUNICATIONS INTERNATIO	378115	241883	EFT	08/07/2024	171.30	BLANKET PURCHASE ORDE
581177	609	WARING OIL COMPANY LLC	378117	242429	EFT	08/07/2024	2,300.00	OIL
581180	6370	BEARD EQUIPMENT COMPANY	378119	240120	INV	08/07/2024	195.37	BLANKET PO / VEHICLE
581181	380	LOWES ACCTS RECEIVABLE PR	378120		INV	08/07/2024	675.43	STATION 2 PROJECT
581182	70340	CHAD ASHER	378121		INV	08/07/2024	175.00	FAA PART 107 REMOTE P
581183	6528	FLEETCOR	378122		EFT	08/07/2024	2,588.49	GFD FUELMAN CHARGES F
581184	34672	POWERDMS INC	378123	242362	EFT	08/07/2024	11,602.16	POWER DMS RENEWEL
581185	38362	CDW LLC	378124	242420	EFT	08/07/2024	9,738.20	VEEAM BACKUP FOR MICR
581186	610	SUNBELT FIRE INC	378125		EFT	08/07/2024	324.63	VEHICLE PARTS
581187	43278	DELL INC	378126	242368	INV	08/07/2024	704.57	DELL LATITUDE 3550 LA
581192	380	LOWES ACCTS RECEIVABLE PR	378130	241829	INV	08/07/2024	79.23	SUPPLIES
581193	6528	FLEETCOR	378131		EFT	08/07/2024	89.37	FUEL
581194	6528	FLEETCOR	378132		EFT	08/07/2024	65.54	FUEL
581195	6528	FLEETCOR	378133		EFT	08/07/2024	64.44	FUEL
581196	360	GULF HYDRAULICS & PNEUMAT	378134	241095	EFT	08/07/2024	1,499.52	BLANKET PO FOR VEHICL
581197	380	LOWES ACCTS RECEIVABLE PR	378135	241829	INV	08/07/2024	107.60	SUPPLIES

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581198	380	LOWES ACCTS RECEIVABLE PR	378136	241829	INV	08/07/2024	64.76	SUPPLIES
581199	380	LOWES ACCTS RECEIVABLE PR	378137	242372	INV	08/07/2024	75.99	BLANKET PO / SUPPLIES
581200	38362	CDW LLC	378138	242335	EFT	08/07/2024	272.88	DISPATCH HEADSETS
581201	23563	SUN COAST BUSINESS SUPPLY	378139	242406	EFT	08/07/2024	411.85	SPECIAL EVENTS OFFICE
581202	36679	DIANA PUNZO	378140	241685	EFT	08/07/2024	328.00	CINEMA BY THE SHORE S
581203	2066	HAVARD PEST CONTROL	378141		EFT	08/07/2024	70.00	HL WAREHOUSE PEST CON
581204	6528	FLEETCOR	378142		EFT	08/07/2024	62.35	NP66763653 7/1/24-7/7
581205	220	NORMA JEAN SOROE	378143	240317	EFT	08/07/2024	365.00	TRANSCRIPTS FOR ALL M
581209	42942	PSYCHOLOGICAL RESOURCES S	378147	240144	EFT	08/07/2024	150.00	PSYCHOLOGICAL TESTING
581210	42942	PSYCHOLOGICAL RESOURCES S	378148	240144	EFT	08/07/2024	750.00	PSYCHOLOGICAL TESTING
581211	26616	ULINE, INC.	378149	242413	EFT	08/07/2024	515.22	FORK EXTENSIONS - FOR
581213	610	SUNBELT FIRE INC	378150		EFT	08/07/2024	1,736.60	VEHICLE MAINTENANCE /
581214	17631	MEDICAL ANALYSIS LLC	378151	240039	EFT	08/07/2024	51.70	EMS FIREFIGHTER REQUI
581215	34234	RUN N TRI COMPANY	378152	242496	EFT	08/07/2024	140.00	UNIFORMS
581216	2066	HAVARD PEST CONTROL	378153		EFT	08/07/2024	115.00	MONTHLY PEST
581217	42266	SIJ HOLDINGS, LLC	378154	240007	EFT	08/07/2024	52.30	LEGAL NOTICES
581218	15505	JAY JAY HOLDINGS LLC	378155		INV	08/07/2024	692.44	LEASE PAYMENT LOTS 10
581219	39331	BXS INSURANCE, INC	378156		EFT	08/07/2024	4,388.15	FEBRUARY INSTALLMENT
581220	23563	SUN COAST BUSINESS SUPPLY	378157	242519	EFT	08/07/2024	132.78	SUPPPLIES
581221	610	SUNBELT FIRE INC	378158	242515	EFT	08/07/2024	4,500.00	FIRE PROTECTION GLOVE
581222	380	LOWES ACCTS RECEIVABLE PR	378159	242377	INV	08/07/2024	93.39	BLANKET PO FY24
581224	380	LOWES ACCTS RECEIVABLE PR	378161	241825	INV	08/07/2024	208.08	STATION 10 MICROWAVE
581225	380	LOWES ACCTS RECEIVABLE PR	378162	242372	INV	08/07/2024	43.13	BLANKET PO / SUPPLIES
581226	380	LOWES ACCTS RECEIVABLE PR	378163	242372	INV	08/07/2024	101.76	BLANKET PO / SUPPLIES
581227	42875	ALLISTONS LLC	378164	242009	EFT	08/07/2024	3,461.85	HL RESALE SHIRTS
581228	40843	EAGLE SERVICES, INC.	378165	242487	EFT	08/07/2024	85.00	FIRE STATION #7
581229	380	LOWES ACCTS RECEIVABLE PR	378166	241031	INV	08/07/2024	2.17	OPEN PO FOR SUPPLIES
581230	380	LOWES ACCTS RECEIVABLE PR	378167	241031	INV	08/07/2024	120.71	OPEN PO FOR SUPPLIES
581231	610	SUNBELT FIRE INC	378168		EFT	08/07/2024	2,998.20	VEHICLE MAINTENANCE /
581233	25935	ADVANCED AUTO PARTS	378169	242102	INV	08/07/2024	54.04	BLANKET PO FOR MOTOR
581234	25935	ADVANCED AUTO PARTS	378170	242102	INV	08/07/2024	146.40	BLANKET PO FOR MOTOR
581235	25935	ADVANCED AUTO PARTS	378171	242102	INV	08/07/2024	102.81	BLANKET PO FOR MOTOR
581236	25935	ADVANCED AUTO PARTS	378172	242102	INV	08/07/2024	15.30	BLANKET PO FOR MOTOR
581237	25935	ADVANCED AUTO PARTS	378173	242471	INV	08/07/2024	234.42	BLANKET PO FOR MOTOR
581238	25935	ADVANCED AUTO PARTS	378174	242471	INV	08/07/2024	17.54	BLANKET PO FOR MOTOR
581239	25935	ADVANCED AUTO PARTS	378175	242471	INV	08/07/2024	35.35	BLANKET PO FOR MOTOR
581240	25935	ADVANCED AUTO PARTS	378176	242471	INV	08/07/2024	70.70	BLANKET PO FOR MOTOR
581241	25935	ADVANCED AUTO PARTS	378177	242471	INV	08/07/2024	159.99	BLANKET PO FOR MOTOR
581242	25935	ADVANCED AUTO PARTS	378178	242471	INV	08/07/2024	151.59	BLANKET PO FOR MOTOR
581243	25935	ADVANCED AUTO PARTS	378179	242471	INV	08/07/2024	20.64	BLANKET PO FOR MOTOR

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581244	25935	ADVANCED AUTO PARTS	378180	242471	INV	08/07/2024	347.30	BLANKET PO FOR MOTOR
581246	25935	ADVANCED AUTO PARTS	378182	242471	INV	08/07/2024	119.88	BLANKET PO FOR MOTOR
581247	936	MOBILE MEDIC AMBULANCE SE	378183		INV	08/07/2024	553.36	PRISONER TRANSPORT -
581249	5078	AUTO ZONE INC	378185	241911	INV	08/07/2024	17.45	BLANKET PO / VEHICLE
581250	5078	AUTO ZONE INC	378186	242374	INV	08/07/2024	40.99	BLANKET PO / VEHICLE
581251	5078	AUTO ZONE INC	378187	242374	INV	08/07/2024	429.32	BLANKET PO / VEHICLE
581252	5078	AUTO ZONE INC	378188	242374	INV	08/07/2024	20.84	BLANKET PO / VEHICLE
581253	5078	AUTO ZONE INC	378189	242374	INV	08/07/2024	107.34	BLANKET PO / VEHICLE
581254	5078	AUTO ZONE INC	378190	242374	INV	08/07/2024	48.49	BLANKET PO / VEHICLE
581255	23107	CENTERPOINT ENERGY RESOUR	378191		INV	08/07/2024	19.12	GAS
581256	40516	DANA SAFETY SUPPLY	378192	242414	EFT	08/07/2024	970.02	LIGHTS FOR MARINE BOA
581258	41693	LESLIE SLADE	378194	241636	EFT	08/07/2024	169.00	WINDOW TINT
581260	41693	LESLIE SLADE	378195	241636	EFT	08/07/2024	169.00	WINDOW TINT
581262	41693	LESLIE SLADE	378196	241636	EFT	08/07/2024	259.00	WINDOW TINT
581263	41693	LESLIE SLADE	378198	241636	EFT	08/07/2024	169.00	WINDOW TINT
581264	41693	LESLIE SLADE	378199	241636	EFT	08/07/2024	259.00	WINDOW TINT
581265	41693	LESLIE SLADE	378200	241636	EFT	08/07/2024	259.00	WINDOW TINT
581266	380	LOWES ACCTS RECEIVABLE PR	378201	242372	INV	08/07/2024	191.17	BLANKET PO / SUPPLIES
581267	42260	MANDAL AUTOMOTIVE OF DIBE	378202	242205	INV	08/07/2024	104.50	BLANKET PO / VEHICLE
581268	42260	MANDAL AUTOMOTIVE OF DIBE	378203	242205	INV	08/07/2024	79.62	BLANKET PO / VEHICLE
581269	42260	MANDAL AUTOMOTIVE OF DIBE	378204	242375	INV	08/07/2024	313.24	BLANKET PO / VEHICLE
581270	42260	MANDAL AUTOMOTIVE OF DIBE	378205	242375	INV	08/07/2024	1,510.00	BLANKET PO / VEHICLE
581271	316	MID SOUTH UNIFORM & SUPPL	378206		EFT	08/07/2024	207.16	BADGES FPB
581272	389	OREILLY AUTO PARTS	378207	242252	EFT	08/07/2024	25.08	BLANKET PO / VEHICLE
581273	389	OREILLY AUTO PARTS	378208	242252	EFT	08/07/2024	220.86	BLANKET PO / VEHICLE
581275	389	OREILLY AUTO PARTS	378209	242252	EFT	08/07/2024	150.90	BLANKET PO / VEHICLE
581276	389	OREILLY AUTO PARTS	378210	242252	EFT	08/07/2024	253.80	BLANKET PO / VEHICLE
581277	389	OREILLY AUTO PARTS	378211	242252	EFT	08/07/2024	121.83	BLANKET PO / VEHICLE
581278	389	OREILLY AUTO PARTS	378212	242252	EFT	08/07/2024	40.32	BLANKET PO / VEHICLE
581279	389	OREILLY AUTO PARTS	378213	242252	EFT	08/07/2024	190.04	BLANKET PO / VEHICLE
581280	389	OREILLY AUTO PARTS	378214	242252	EFT	08/07/2024	205.33	BLANKET PO / VEHICLE
581281	22287	PARTS AND SUPPLY INC	378215	241746	EFT	08/07/2024	44.62	BLANKET PO FOR MOTOR
581489	377	PERFORMANCE TIRE & WHEEL	378423	241287	EFT	08/07/2024	172.00	TIRES
581490	42444	RUSSOM'S GULF COAST	378424	240142	EFT	08/07/2024	315.99	BLANKET PO / VEHICLE
581491	549	TURAN-FOLEY CHEVROLET BUI	378425	240114	INV	08/07/2024	45.98	BLANKET PO / VEHICLE
581492	385	MISSISSIPPI DEPT OF REVEN	378426		INV	08/07/2024	12.00	Government Tag Asset
581493	549	TURAN-FOLEY CHEVROLET BUI	378427	240114	INV	08/07/2024	55.50	BLANKET PO / VEHICLE
581494	1726	WASTE OIL COLLECTORS INC	378428	240116	INV	08/07/2024	80.00	BLANKET PO / WASTE RE
581495	40289	GABRIEL M SHABAZZ	378429	242391	EFT	08/07/2024	460.00	LOT CLEAN-UP
581496	43320	GARLAND E CALHOUN JR	378430	242394	EFT	08/07/2024	380.00	LOT CLEAN-UP

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581497	13406	JOHN FAYARD MOVING & WHSE	378431		EFT	08/07/2024	1,095.70	June 2024 Record Stor
581498	42266	SIJ HOLDINGS, LLC	378432	240213	EFT	08/07/2024	78.55	NEWSPAPER AND PUBLICA
581499	6528	FLEETCOR	378433		EFT	08/07/2024	10,544.63	FUEL
581501	41686	PDQ.COM CORPORATION	378434	242426	INV	08/07/2024	98.00	BUSINESS CARDS
581502	43295	SINGER MS LLC	378435	242533	EFT	08/07/2024	18.26	STATION 7 EQUIPMENT
581504	23563	SUN COAST BUSINESS SUPPLY	378436	242519	EFT	08/07/2024	253.87	SUPPPLIES
581505	39331	BXS INSURANCE, INC	378437		EFT	08/07/2024	7,133.15	August Installment
581506	43282	SILIPINT PARTNERS LLC	378438	242443	INV	08/07/2024	1,254.00	HARBOR LIGHTS SILIPIN
581507	25114	THE PRINT SHED LLC	378439	242383	EFT	08/07/2024	665.50	SHIRTS CITY COUNCIL
581508	610	SUNBELT FIRE INC	378440	240225	EFT	08/07/2024	88.43	BLANKET PURCHASE ORDE
581509	41013	ATLANTIC SIGNAL, LLC	378441	242432	EFT	08/07/2024	3,680.00	AVON MICROPHONE ASSEM
581510	380	LOWES ACCTS RECEIVABLE PR	378443	241829	INV	08/07/2024	68.86	SUPPLIES
581512	380	LOWES ACCTS RECEIVABLE PR	378444	241829	INV	08/07/2024	86.91	SUPPLIES
581513	40843	EAGLE SERVICES, INC.	378445	242530	EFT	08/07/2024	85.00	EMERGENCY SERVICE CAL
581514	42384	IMPERIAL BAG & PAPER, LLC	378446	242520	EFT	08/07/2024	297.44	CLEANING SUPPLIES
581515	10592	UNIQUE COLLISION CENTER,	378447		EFT	08/07/2024	1,689.63	UNIT 3897 REPAIR
581516	25373	AUTOMATION PERSONNEL SERV	378448		EFT	08/07/2024	1,175.46	TEMP SERVICES
581519	10316	TYLER TECHNOLOGIES, INC.	378451	242415	INV	08/07/2024	1,656.17	ERP PRO DOCUMENT MANA
581520	380	LOWES ACCTS RECEIVABLE PR	378452	242544	INV	08/07/2024	1,049.59	HL OPEN PO FOR BUILDI
581521	527	HOWARDS PAINT & DECORATIN	378454	242511	EFT	08/07/2024	450.68	48TH ST PUMP STATION
581523	43329	EC AMERICA INC	378455	242347	EFT	08/07/2024	4,001.97	CBT NUGGETSS IT TRAIN
581525	33798	CINTAS CORPORATION NO 2	378457		EFT	08/07/2024	37.07	SUPPLIES
581526	24702	WEAVER ELECTRIC INC	378458	242381	EFT	08/07/2024	640.00	FIRE STATION 7 (INSPE
581527	389	OREILLY AUTO PARTS	378459	241628	EFT	08/07/2024	12.32	BLANKET PO FY24
581528	38362	CDW LLC	378460	242305	EFT	08/07/2024	12,168.46	NINJA TICKETING RENEA
581529	389	OREILLY AUTO PARTS	378461		EFT	08/07/2024	30.30	VEHICLE PARTS
581530	24702	WEAVER ELECTRIC INC	378462	242421	EFT	08/07/2024	1,600.00	FISHING RODEO ELECTRI
581531	166	CINTAS CORP 240	378463		EFT	08/07/2024	27.27	CARPENT CLEANING
581532	380	LOWES ACCTS RECEIVABLE PR	378464	242377	INV	08/07/2024	219.38	BLANKET PO FY24
581533	380	LOWES ACCTS RECEIVABLE PR	378465		CRM	08/07/2024	-113.05	MRV RETURN INVOICE 84
581534	13406	JOHN FAYARD MOVING & WHSE	378466		EFT	08/07/2024	100.00	RENT FOR UNIT RS1545
581537	383	STATE FIRE ACADEMY	378469	242451	INV	08/07/2024	125.00	FIREFIGHTER TRAINING
581538	860	THE SHERWIN WILLIAMS CO	378470	240591	EFT	08/07/2024	97.23	SUPPLIES
581539	380	LOWES ACCTS RECEIVABLE PR	378471	241829	INV	08/07/2024	33.30	SUPPLIES
581540	380	LOWES ACCTS RECEIVABLE PR	378472	241829	INV	08/07/2024	11.44	SUPPLIES
581541	282	GEIGER BROTHERS	378473	242083	EFT	08/07/2024	737.08	PROMOTIONAL ITEMS
581542	380	LOWES ACCTS RECEIVABLE PR	378474	241829	INV	08/07/2024	27.54	SUPPLIES
581543	380	LOWES ACCTS RECEIVABLE PR	378475	241829	INV	08/07/2024	27.48	SUPPLIES
581545	398	PITNEY BOWES INC	378477		INV	08/07/2024	98.59	POSTAGE
581546	6528	FLEETCOR	378478		EFT	08/07/2024	313.67	VEHICLE FUEL

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581548	43352	JOCELYN BERMUDEZ	378480	242562	INV	08/07/2024	343.00	FOOD ALLOWANCE
581549	43353	DEVIN BERMUDEZ	378481	242563	INV	08/07/2024	118.00	FOOD ALLOWANCE
581550	42885	CHRISTOPHER W MCKISSICK	378482	242561	INV	08/07/2024	225.00	FOOD ALLOWANCE
581551	23563	SUN COAST BUSINESS SUPPLY	378483	242310	EFT	08/07/2024	95.72	SUPPLIES
581552	37430	DAREN EDWARD TICHENOR JR	378484		EFT	08/07/2024	72.75	REIMBURSEMENT FOR DOG
581553	43151	JHS ENTERPRISES INC	378485	242540	EFT	08/07/2024	52.00	BUSINESS CARDS
581554	40813	CALLYO 2009 CORP	378486	242552	INV	08/07/2024	5,736.00	SUBSCRIPTION
581555	43151	JHS ENTERPRISES INC	378487	242540	EFT	08/07/2024	52.00	BUSINESS CARDS
581556	43151	JHS ENTERPRISES INC	378488	242540	EFT	08/07/2024	52.00	BUSINESS CARDS
581557	282	GEIGER BROTHERS	378489	242083	EFT	08/07/2024	762.29	PROMOTIONAL ITEMS
581558	42508	MARK WOOD	378490	242481	INV	08/07/2024	225.00	FOOD ALLOWANCE
581559	43065	BENJAMIN FORD	378491	242482	INV	08/07/2024	225.00	FOOD ALLOWANCE
581560	6539	UNITED PARCEL SERVICE	378492		INV	08/07/2024	261.89	POSTAGE - UPS
581561	6539	UNITED PARCEL SERVICE	378493		INV	08/07/2024	110.67	POSTAGE - UPS
581562	6539	UNITED PARCEL SERVICE	378494		INV	08/07/2024	194.76	POSTAGE - UPS
581564	43332	NEARMAP US INC	378496	242427	EFT	08/07/2024	17,300.00	NEARMAP SUBSCRIPTION
581566	42260	MANDAL AUTOMOTIVE OF DIBE	378498	241916	INV	08/07/2024	3,468.75	DRIVE SHAFT
581567	42260	MANDAL AUTOMOTIVE OF DIBE	378499	241959	INV	08/07/2024	21.31	BLANKET PO / VEHICLE
581568	2066	HAVARD PEST CONTROL	378500		EFT	08/07/2024	35.00	HAVARD PEST CONTROL J
581569	2066	HAVARD PEST CONTROL	378501		EFT	08/07/2024	16.68	PEST CONROL
581570	2066	HAVARD PEST CONTROL	378502		EFT	08/07/2024	16.66	PEST CONTROL
581571	43340	PRIMARY ARMS LLC	378503	242448	EFT	08/07/2024	14,855.16	BODY ARMOR - PLATE
581573	42260	MANDAL AUTOMOTIVE OF DIBE	378504	242375	INV	08/07/2024	1,262.33	BLANKET PO / VEHICLE
581574	42603	SUDDEN SERVICE INC	378505		EFT	08/07/2024	675.00	FIRE STATION 9 AC BAS
581575	42603	SUDDEN SERVICE INC	378506		EFT	08/07/2024	460.00	FIRE STATION 10 AC BA
581576	42603	SUDDEN SERVICE INC	378507		EFT	08/07/2024	460.00	FIRE STATION 11 AC BA
581577	42603	SUDDEN SERVICE INC	378508		EFT	08/07/2024	460.00	FIRE STATION 12 AC BA
581579	383	STATE FIRE ACADEMY	378510	242450	INV	08/07/2024	400.00	FIREFIGHTER TRAINING
581580	548	HUMANE SOCIETY OF S MS IN	378511		EFT	08/07/2024	18,236.20	ANIMAL INTAKE - BITE
581581	6528	FLEETCOR	378512		EFT	08/07/2024	11,875.89	FUEL
581582	2066	HAVARD PEST CONTROL	378513		EFT	08/07/2024	40.00	
581586	316	MID SOUTH UNIFORM & SUPPL	378517	240098	EFT	08/07/2024	244.46	BLANKET PURCHASE ORDE
581588	42884	MYERS INDUSTRIES	378519	242107	EFT	08/07/2024	569.33	ROTARY WHEEL ALIGNER
581590	610	SUNBELT FIRE INC	378521	242565	EFT	08/07/2024	1,725.00	FIRE PROTECTION GEAR
581591	39641	GLOBE MANUFACTURING LLC	378522	241665	EFT	08/07/2024	390.33	FIRE PROTECTIVE GEAR
581592	389	OREILLY AUTO PARTS	378523	240185	EFT	08/07/2024	65.98	OPEN PO FOR HARBOR
581593	389	OREILLY AUTO PARTS	378524	240185	EFT	08/07/2024	12.99	OPEN PO FOR HARBOR
581594	39419	UNDERWATER BOAT SERVICING	378525		EFT	08/07/2024	3,350.00	BARNICLE AND ALGAE RE
581595	11424	EAGLE ENERGY INC.	378526		EFT	08/07/2024	5,482.40	FUEL FOR RETAIL SALE
581596	42007	COMMUNICATIONS INTERNATIO	378527	241883	EFT	08/07/2024	282.88	BLANKET PURCHASE ORDE

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581597	11424	EAGLE ENERGY INC.	378528		EFT	08/07/2024	4,747.27	FUEL FOR RETAIL SALE
581598	11424	EAGLE ENERGY INC.	378529		EFT	08/07/2024	2,309.47	FUEL FOR RETAIL SALE
581599	11424	EAGLE ENERGY INC.	378530		EFT	08/07/2024	4,354.64	FUEL FOR RETAIL SALE
581601	40182	WASTE PRO OF MISSISSIPPI	378532		EFT	08/07/2024	40.00	STATION 7 PEST TREATM
581602	11424	EAGLE ENERGY INC.	378533		EFT	08/07/2024	4,828.57	FUEL FOR RETAIL SALE
581603	11424	EAGLE ENERGY INC.	378534		EFT	08/07/2024	4,840.57	FUEL FOR RETAIL SALE
581604	380	LOWES ACCTS RECEIVABLE PR	378535	241829	INV	08/07/2024	25.63	SUPPLIES
581611	98438	ROLAND ROBINSON	378542		INV	08/07/2024	1,677.25	202219660 ROLAND ROBI
581612	25676	CELLULAR SOUTH, INC	378543	241794	INV	08/07/2024	16,759.13	WASABI CLOUD STORAGE
581615	11073	BAY ICE CO INC	378544	240187	EFT	08/07/2024	137.50	OPEN PO FOR HARBOR
581616	11073	BAY ICE CO INC	378545	240187	EFT	08/07/2024	192.50	OPEN PO FOR HARBOR
581617	11073	BAY ICE CO INC	378546	240187	EFT	08/07/2024	165.00	OPEN PO FOR HARBOR
581618	11073	BAY ICE CO INC	378547	240187	EFT	08/07/2024	35.75	OPEN PO FOR HARBOR
581620	41865	JACOB M MCCOY	378549		INV	08/07/2024	116.00	FOOD ALLOWANCE SFA AU
581621	41457	ROBERT C TAYLOR	378550		INV	08/07/2024	116.00	FOOD ALLOWANCE SFA AU
581622	389	OREILLY AUTO PARTS	378551		EFT	08/07/2024	16.99	VEHICLE PARTS
581624	553	SOUTH MS BUSINESS MACHINE	378553		EFT	08/07/2024	475.00	YEAR 1 OF 5 LEASE
581625	43320	GARLAND E CALHOUN JR	378554	242394	EFT	08/07/2024	125.00	LOT CLEAN-UP
581626	41972	TIMOTHY WESTBROOK	378555	242504	EFT	08/07/2024	90.00	LOT CLEAN-UP
581628	41972	TIMOTHY WESTBROOK	378556	242504	EFT	08/07/2024	350.00	LOT CLEAN-UP
581635	380	LOWES ACCTS RECEIVABLE PR	378559	240379	INV	08/07/2024	0.00	MATERIALS AND SUPPLIE
581636	380	LOWES ACCTS RECEIVABLE PR	378560	240379	INV	08/07/2024	52.23	MATERIALS AND SUPPLIE
581640	25373	AUTOMATION PERSONNEL SERV	378563		EFT	08/07/2024	1,175.46	TEMP SERVICES
581641	23563	SUN COAST BUSINESS SUPPLY	378564	242519	EFT	08/07/2024	36.80	SUPPPLIES
581643	1166	KENS HARDWARE & MARINE SU	378565	241921	INV	08/07/2024	90.55	SUPPLIES
581644	1166	KENS HARDWARE & MARINE SU	378566	241921	INV	08/07/2024	48.95	SUPPLIES
581645	20225	IMS, INC	378567	242532	EFT	08/07/2024	1,508.00	NITRILE GLOVES
581646	22287	PARTS AND SUPPLY INC	378568	242268	EFT	08/07/2024	373.51	BLANKET PO FOR MOTOR
581647	22287	PARTS AND SUPPLY INC	378569	242268	EFT	08/07/2024	360.36	BLANKET PO FOR MOTOR
581648	22287	PARTS AND SUPPLY INC	378570	242268	EFT	08/07/2024	146.50	BLANKET PO FOR MOTOR
581649	25935	ADVANCED AUTO PARTS	378571	242471	INV	08/07/2024	136.99	BLANKET PO FOR MOTOR
581650	25935	ADVANCED AUTO PARTS	378572	242471	INV	08/07/2024	748.68	BLANKET PO FOR MOTOR
581651	25935	ADVANCED AUTO PARTS	378573	242471	INV	08/07/2024	109.99	BLANKET PO FOR MOTOR
581652	25935	ADVANCED AUTO PARTS	378574	242471	INV	08/07/2024	249.72	BLANKET PO FOR MOTOR
581653	25935	ADVANCED AUTO PARTS	378575	242471	INV	08/07/2024	105.28	BLANKET PO FOR MOTOR
581654	25935	ADVANCED AUTO PARTS	378576	242471	INV	08/07/2024	112.80	BLANKET PO FOR MOTOR
581655	25935	ADVANCED AUTO PARTS	378577	242471	INV	08/07/2024	150.34	BLANKET PO FOR MOTOR
581656	25935	ADVANCED AUTO PARTS	378578	242471	INV	08/07/2024	467.95	BLANKET PO FOR MOTOR
581657	25935	ADVANCED AUTO PARTS	378579	242471	INV	08/07/2024	410.12	BLANKET PO FOR MOTOR
581658	5078	AUTO ZONE INC	378580	242374	INV	08/07/2024	749.99	BLANKET PO / VEHICLE

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ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581659	5078	AUTO ZONE INC	378581	242374	INV	08/07/2024	319.81	BLANKET PO / VEHICLE
581660	5078	AUTO ZONE INC	378582	242374	INV	08/07/2024	152.99	BLANKET PO / VEHICLE
581661	5078	AUTO ZONE INC	378583	242374	INV	08/07/2024	67.13	BLANKET PO / VEHICLE
581662	5078	AUTO ZONE INC	378584	242531	INV	08/07/2024	75.99	BLANKET PO / VEHICLE
581663	5078	AUTO ZONE INC	378585	242531	INV	08/07/2024	268.95	BLANKET PO / VEHICLE
581664	5078	AUTO ZONE INC	378586	242531	INV	08/07/2024	126.99	BLANKET PO / VEHICLE
581665	5078	AUTO ZONE INC	378587	242531	INV	08/07/2024	292.99	BLANKET PO / VEHICLE
581666	6528	FLEETCOR	378588		EFT	08/07/2024	2,926.28	GFD FUELMAN CHARGES F
581667	25935	ADVANCED AUTO PARTS	378589	242604	INV	08/07/2024	376.61	BLANKET PO FOR MOTOR
581668	25935	ADVANCED AUTO PARTS	378590	242604	INV	08/07/2024	273.19	BLANKET PO FOR MOTOR
581669	41693	LESLIE SLADE	378591	241636	EFT	08/07/2024	259.00	WINDOW TINT
581670	42260	MANDAL AUTOMOTIVE OF DIBE	378592	242375	INV	08/07/2024	87.56	BLANKET PO / VEHICLE
581671	42260	MANDAL AUTOMOTIVE OF DIBE	378593	242375	INV	08/07/2024	2.81	BLANKET PO / VEHICLE
581672	10316	TYLER TECHNOLOGIES, INC.	378594		INV	08/07/2024	944.82	CHECKS
581673	6528	FLEETCOR	378595		EFT	08/07/2024	20.60	FUEL
581674	380	LOWES ACCTS RECEIVABLE PR	378596	241829	INV	08/07/2024	80.69	SUPPLIES
581675	38546	ZACHARY REGAN	378597	242588	EFT	08/07/2024	2,126.50	VEHICLE MAINTENANCE /
581676	380	LOWES ACCTS RECEIVABLE PR	378598	241829	INV	08/07/2024	29.18	SUPPLIES
581677	20083	JESS TRAINA	378599		INV	08/07/2024	116.00	FOOD ALLOWANCE MSFA A
581678	41082	TRISTEN LEWIS	378600		INV	08/07/2024	116.00	FOOD ALLOWANCE MSFA A
581679	389	OREILLY AUTO PARTS	378601	242252	EFT	08/07/2024	27.00	BLANKET PO / VEHICLE
581680	389	OREILLY AUTO PARTS	378602	242252	EFT	08/07/2024	106.42	BLANKET PO / VEHICLE
581681	389	OREILLY AUTO PARTS	378603	242252	EFT	08/07/2024	123.06	BLANKET PO / VEHICLE
581682	389	OREILLY AUTO PARTS	378604	242252	EFT	08/07/2024	48.64	BLANKET PO / VEHICLE
581683	389	OREILLY AUTO PARTS	378605	242551	EFT	08/07/2024	372.82	BLANKET PO / VEHICLE
581684	389	OREILLY AUTO PARTS	378606	242551	EFT	08/07/2024	46.50	BLANKET PO / VEHICLE
581685	10043	ROBERT HALLS AUTO SALVAGE	378607	241660	INV	08/07/2024	275.00	BLANKET PO / VEHICLE
581686	42605	DISTRIBUTORS HOLDING CORP	378608	240143	EFT	08/07/2024	188.88	BLANKET PO / VEHICLE
581687	42605	DISTRIBUTORS HOLDING CORP	378609	240143	EFT	08/07/2024	441.56	BLANKET PO / VEHICLE
581688	42605	DISTRIBUTORS HOLDING CORP	378610	240143	EFT	08/07/2024	50.74	BLANKET PO / VEHICLE
581689	449	SAMS CLUB CORP	378611	242373	INV	08/07/2024	205.44	WATER
581691	42628	JESSICA VERSIGA	378612		EFT	08/07/2024	219.76	TRAVEL REIMBURSEMENT
581692	42628	JESSICA VERSIGA	378613		EFT	08/07/2024	88.00	FOOD ALLOWANCE
581693	42703	OLIVIA MCMAHAN	378614		INV	08/07/2024	88.00	FOOD ALLOWANCE
581694	1075	FEDEX	378615		INV	08/07/2024	7.26	GFD FEDEX CHARGES FOR
581695	42011	COAST PROCESS SERVERS	378616		INV	08/07/2024	50.00	BUILD GRANT COG VS PH
581696	39226	NATASHA TATE	378617		INV	08/07/2024	177.00	FOOD ALLOWANCE FOR NA
581698	41868	MOTOROLA SOLUTIONS LLC	378619	242243	EFT	08/07/2024	589.17	MOTOROLA RADIOS
581699	42449	TNVC INC	378620	242251	EFT	08/07/2024	9,091.38	NIGHT VISION
581700	37190	THE BEISTLE COMPANY	378621	242484	INV	08/07/2024	968.00	GFD PROMOTIONAL ITEMS

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581701	13515	ONE HOUSE PUBLISHING CO	378623		INV	08/07/2024	290.00	12HR CLE FOR JOSEPH T
581702	71695	ELECTRONIC CASE MANAGEMEN	378624		INV	08/07/2024	10.00	MEC ANNUAL RENEWAL FO
581703	220	NORMA JEAN SOROE	378625	240317	EFT	08/07/2024	224.53	TRANSCRIPTS FOR ALL M
581704	380	LOWES ACCTS RECEIVABLE PR	378626	242372	INV	08/07/2024	806.69	BLANKET PO / SUPPLIES
581705	58	A T & T	378627		INV	08/07/2024	503.12	PD PHONE LINES
581706	58	A T & T	378628		INV	08/07/2024	229.62	PD PHONE LINES
581707	25114	THE PRINT SHED LLC	378629	240130	EFT	08/07/2024	496.00	MONOGRAMMING UNIFORMS
581708	25114	THE PRINT SHED LLC	378630	240130	EFT	08/07/2024	339.00	MONOGRAMMING UNIFORMS
581709	202	DPS CRIME LAB	378631		EFT	08/07/2024	2,400.00	ANALYTICAL FEES
581711	25373	AUTOMATION PERSONNEL SERV	378633		EFT	08/07/2024	318.52	TEMP SERVICES
581712	25373	AUTOMATION PERSONNEL SERV	378634		EFT	08/07/2024	1,175.46	TEMP SERVICES
581713	17804	VISION SERVICE PLAN INSUR	378635		INV	08/07/2024	4,610.61	July VSP Invoice
581718	17631	MEDICAL ANALYSIS LLC	378638	240402	EFT	08/07/2024	19,400.00	WELLNESS EMPLOYEE CLI
581719	594	ERIC DEDEAUX	378639		INV	08/07/2024	175.00	FINAL REMOTE PILOT EX
581720	41972	TIMOTHY WESTBROOK	378640	242504	EFT	08/07/2024	400.00	LOT CLEAN-UP
581721	380	LOWES ACCTS RECEIVABLE PR	378641	242576	INV	08/07/2024	539.40	HL HANDTRUCKS FOR PAN
581723	380	LOWES ACCTS RECEIVABLE PR	378643	241853	INV	08/07/2024	40.17	OPEN PO FOR BUILDING
581726	20539	BANKS & BANKS, INC.	378644	242514	EFT	08/07/2024	3,350.00	HL DECKED TRUCKBED SY
581727	380	LOWES ACCTS RECEIVABLE PR	378645	242576	INV	08/07/2024	110.20	HL HANDTRUCKS FOR PAN
581730	20675	CHANCELLOR SUPPLY, INC	378646	242557	EFT	08/07/2024	611.01	HL WAREHOUSE ELECTRIC
581737	70	DUNAWAY GLASS INC	378648	242459	EFT	08/07/2024	457.50	FRANCIS COLLINS
581738	42810	BECKWORKS LLC	378649	242619	EFT	08/07/2024	666.00	LABOR TO REPAIR CEILI
581739	43320	GARLAND E CALHOUN JR	378650	242394	EFT	08/07/2024	200.00	LOT CLEAN-UP
581740	42810	BECKWORKS LLC	378651	242512	EFT	08/07/2024	4,158.00	48TH ST PUMP STATION
581744	382	PHILLIPS BUILDING SUPPLY	378654	242510	EFT	08/07/2024	70.97	48TH ST PUMP STATION
581745	382	PHILLIPS BUILDING SUPPLY	378656	242510	EFT	08/07/2024	23.99	48TH ST PUMP STATION
581746	38362	CDW LLC	378655	242478	EFT	08/07/2024	42.52	ADOBE PRO SUBSCRIPTIO
581747	382	PHILLIPS BUILDING SUPPLY	378657	242510	EFT	08/07/2024	1,358.91	48TH ST PUMP STATION
581748	43278	DELL INC	378658	242509	INV	08/07/2024	974.00	DELL LATITUDE 5550 LA
581749	380	LOWES ACCTS RECEIVABLE PR	378659	241829	INV	08/07/2024	28.28	SUPPLIES
581751	380	LOWES ACCTS RECEIVABLE PR	378661	241829	INV	08/07/2024	14.76	SUPPLIES
581752	860	THE SHERWIN WILLIAMS CO	378662	240591	EFT	08/07/2024	150.30	SUPPLIES
581753	380	LOWES ACCTS RECEIVABLE PR	378663	241829	INV	08/07/2024	184.19	SUPPLIES
581754	380	LOWES ACCTS RECEIVABLE PR	378664	241829	INV	08/07/2024	59.72	SUPPLIES
581756	41686	PDQ.COM CORPORATION	378666	242587	INV	08/07/2024	4,016.25	PDQ DEPLOY & INVENTOR
581757	2066	HAVARD PEST CONTROL	378667		EFT	08/07/2024	92.00	PEST CONTROL 8TH AVE
581758	37710	COVINGTON CIVIL & ENVIRON	378668	232533	EFT	08/07/2024	4,260.50	WORK AUTH 13: PUBLIC
581759	37710	COVINGTON CIVIL & ENVIRON	378669	232533	EFT	08/07/2024	2,662.00	WORK AUTH 13: PUBLIC
581760	37710	COVINGTON CIVIL & ENVIRON	378670	232533	EFT	08/07/2024	1,808.00	WORK AUTH 13: PUBLIC
581761	37710	COVINGTON CIVIL & ENVIRON	378671	241351	EFT	08/07/2024	136,500.00	N GPT WASTEWATER TRTM

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581762	37710	COVINGTON CIVIL & ENVIRON	378672	241352	EFT	08/07/2024	99,000.00	N GPT WASTEWATER TRTM
581763	21504	MACHADO-PATANO PLLC	378673	241349	INV	08/07/2024	32,049.50	CITY WIDE LIFT STATIO
581764	34048	SEYMOUR ENGINEERING PLLC	378674	241350	INV	08/07/2024	15,450.00	DEBUYS RD PUMP STA SW
581765	43130	OVERSTREET AND ASSOCIATES	378675	240790	INV	08/07/2024	3,453.50	PRELIMINARY ENGINEERI
581766	4620	NEEL SCHAFFER INC	378676	242273	EFT	08/07/2024	10,000.00	ADDIT. ENVIR. SUPPORT
581767	4620	NEEL SCHAFFER INC	378677	240584	EFT	08/07/2024	55,000.00	PRELIMINARY ENG SERV.
581768	43318	STANTEC CONSULTING SERVIC	378678	242267	INV	08/07/2024	73,358.25	PROF. ENG. SERV. FOR
581769	43318	STANTEC CONSULTING SERVIC	378679	242267	INV	08/07/2024	5,644.45	PROF. ENG. SERV. FOR
581770	380	LOWES ACCTS RECEIVABLE PR	378680	242569	INV	08/07/2024	253.83	RESTOCK INVENTORY --
581771	10297	DESIGN PRECAST INC	378681	242570	EFT	08/07/2024	3,948.00	RESTOCK INVENTORY - 1
581772	40	ALL PHASE ELECTRIC SUPPLY	378682	242136	EFT	08/07/2024	4,333.00	SIKOSTART SOFT START
581773	42810	BECKWORKS LLC	378683	242494	EFT	08/07/2024	148.00	LABOR TO REMOVE/INSTA
581774	275	J H WRIGHT & ASSOC	378684	241670	EFT	08/07/2024	25,296.76	100HP VERT TURB WELL
581775	380	LOWES ACCTS RECEIVABLE PR	378685	241687	INV	08/07/2024	2,732.44	RESTOCK INVENTORY --
581776	275	J H WRIGHT & ASSOC	378686	242498	EFT	08/07/2024	2,505.00	LABOR - LIFT STATION
581777	275	J H WRIGHT & ASSOC	378687	242463	EFT	08/07/2024	4,875.00	REPLENISH INVENTORY -
581778	16506	POWELL CONSTRUCTION SERVI	378688	242301	EFT	08/07/2024	6,435.00	REPLACE DAMAGED AMST
581779	190	COAST CHLORINATOR CO	378689	242473	EFT	08/07/2024	470.00	BLEACH FOR NEW WATER
581780	60	A1 BATTERY INC	378690	242579	EFT	08/07/2024	495.00	BATTERIES FOR WATER W
581781	553	SOUTH MS BUSINESS MACHINE	378691		EFT	08/07/2024	40.00	LEASE 8
581782	20675	CHANCELLOR SUPPLY, INC	378692	242411	EFT	08/07/2024	3,079.78	UPGRADE CONDUCT. & N
581783	129	BAY MOTOR WINDING INC	378693	242537	EFT	08/07/2024	1,312.50	WEEKEND CALLOUT SERVI
581784	20603	HD SUPPLY WHITE CAP CONST	378694	242490	INV	08/07/2024	3,695.04	RESTOCK INVENTORY --
581785	307	NECAISE LOCKSMITH SERVICE	378695	242265	EFT	08/07/2024	420.00	LIFT STATION LOCKS
581786	10297	DESIGN PRECAST INC	378696	242425	EFT	08/07/2024	10,250.00	RESTOCK INVENTORY - A
581787	42384	IMPERIAL BAG & PAPER, LLC	378697	242493	EFT	08/07/2024	641.96	RESTOCK TRASH BAGS AN
581788	24702	WEAVER ELECTRIC INC	378698	242464	EFT	08/07/2024	2,050.00	5 HIGHMAST LIGHTS (ST
581789	24702	WEAVER ELECTRIC INC	378699	242339	EFT	08/07/2024	11,675.00	REMOVE EXSTG/MOUNT NE
581790	15664	COASTLINE FARM & GARDEN S	378700	242549	INV	08/07/2024	243.00	GRASS KILLER FOR SIGN
581791	10297	DESIGN PRECAST INC	378701	242507	EFT	08/07/2024	163.44	6" FLEXIBLE COUPLINGS
581792	10297	DESIGN PRECAST INC	378702	242507	EFT	08/07/2024	54.48	6" FLEXIBLE COUPLINGS
581793	177	CONSOLIDATED PIPE CO	378703	242154	INV	08/07/2024	1,160.00	RESTOCK INVENTORY - T
581794	177	CONSOLIDATED PIPE CO	378704	242385	INV	08/07/2024	320.00	RESTOCK INVENTORY: ME
581795	17329	SOUTHERN WATERWORKS SUPPL	378705	242022	INV	08/07/2024	3,020.08	RESTOCK "BULL PIN" IN
581796	17329	SOUTHERN WATERWORKS SUPPL	378706	242431	INV	08/07/2024	3,327.75	RESTOCK INVENTORY - 4
581797	17329	SOUTHERN WATERWORKS SUPPL	378707	242489	INV	08/07/2024	278.00	RESTOCK "BULL PIN" IN
581798	611	SOUTHERN PIPE & SUPPLY CO	378708	242099	EFT	08/07/2024	52,000.00	RESTOCK REGISTER HEAD
581799	611	SOUTHERN PIPE & SUPPLY CO	378709	242099	EFT	08/07/2024	13,000.00	RESTOCK REGISTER HEAD
581800	611	SOUTHERN PIPE & SUPPLY CO	378710	240629	EFT	08/07/2024	3,836.80	RESTOCK INVENTORY --
581801	42313	JOHNSONS TREE SERVICE, LL	378711	242466	INV	08/07/2024	3,000.00	TREE REMOVAL AT 4816

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581802	42313	JOHNSONS TREE SERVICE, LL	378712	242465	INV	08/07/2024	4,550.00	TREE REMOVAL AT BROAD
581803	610	SUNBELT FIRE INC	378713	242640	EFT	08/07/2024	3,940.11	VEHICLE MAINTENANCE /
581804	1103	STATE OF MISSISSIPPI	378714		INV	08/07/2024	25.00	NOTARY APPLICATION KO
581805	383	STATE FIRE ACADEMY	378715	241920	INV	08/07/2024	3,500.00	FIREFIGHTER TRAINING
581806	383	STATE FIRE ACADEMY	378716		INV	08/07/2024	80.00	MTAT JULY 9
581808	19946	DIVE RESCUE INTERNATIONAL	378718		INV	08/07/2024	40.00	DIVE RESCUE I RECERTI
581810	3764	ALL SAFE TECHNOLOGIES LLC	378720	242163	INV	08/07/2024	3,695.00	SECURITY FOR CLINIC
581811	43345	ANTHONY S BERMUDEZ	378721		INV	08/07/2024	116.00	FOOD ALLOWANCE MSFA A
581813	43348	CHASE T JONES	378723		INV	08/07/2024	116.00	FOOD ALLOWANCE MSFA A
581814	43346	JAXON T SCREWS	378724		INV	08/07/2024	116.00	FOOD ALLOWANCE MSFA A
581815	42260	MANDAL AUTOMOTIVE OF DIBE	378725	242642	INV	08/07/2024	931.25	BLANKET PO / VEHICLE
581816	380	LOWES ACCTS RECEIVABLE PR	378726	242372	INV	08/07/2024	84.04	BLANKET PO / SUPPLIES
581817	166	CINTAS CORP 240	378727		EFT	08/07/2024	27.27	CARPET CLEANING
581818	380	LOWES ACCTS RECEIVABLE PR	378728	242377	INV	08/07/2024	104.46	BLANKET PO FY24
581820	380	LOWES ACCTS RECEIVABLE PR	378730	242055	INV	08/07/2024	13.53	OPEN PO FOR EVENT SUP
581824	6528	FLEETCOR	378731		EFT	08/07/2024	95.87	NP66789625 -- 7/8/202
581825	43147	JLE INCORPORATED	378732	241820	EFT	08/07/2024	290.00	CINEMA BY THE SHORE R
581826	43147	JLE INCORPORATED	378733	241820	EFT	08/07/2024	232.00	CINEMA BY THE SHORE R
581827	389	OREILLY AUTO PARTS	378734		EFT	08/07/2024	17.04	VEHICLE MAINTENANCE /
581828	29073	COBURN SUPPLY COMPANY INC	378735	241178	INV	08/07/2024	5.51	BLANKET PO FY24
581829	11424	EAGLE ENERGY INC.	378736		EFT	08/07/2024	3,761.45	FUEL FOR RETAIL SALE
581830	316	MID SOUTH UNIFORM & SUPPL	378737		EFT	08/07/2024	1,110.85	PROMOTIONAL ENGINEER
581831	11424	EAGLE ENERGY INC.	378738		EFT	08/07/2024	5,175.70	FUEL FOR RETAIL SALE
581833	43278	DELL INC	378740	242559	INV	08/07/2024	648.00	DELL OPTIPLEX SFF CP
581834	2066	HAVARD PEST CONTROL	378741	241910	EFT	08/07/2024	75.00	PEST CONTROL
581835	6528	FLEETCOR	378742		EFT	08/07/2024	3,171.96	GFD FUELMAN CHARGES F
581836	6528	FLEETCOR	378743		EFT	08/07/2024	28.11	FUEL
581837	11073	BAY ICE CO INC	378744	240187	EFT	08/07/2024	82.50	OPEN PO FOR HARBOR
581838	301	JOHNSON DIESEL INC	378745	242483	INV	08/07/2024	928.01	VEHICLE MAINTENANCE /
581840	23563	SUN COAST BUSINESS SUPPLY	378747	242603	EFT	08/07/2024	579.20	RECEIPT BOOKS
581841	6528	FLEETCOR	378748		EFT	08/07/2024	281.96	VEHICLE FUEL
581842	456	HARRISON COUNTY SHERIFF	378749		INV	08/07/2024	58,290.02	PRISONER HOUSING 05/2
581843	380	LOWES ACCTS RECEIVABLE PR	378750	241283	INV	08/07/2024	17.08	BLANKET PO FY24
581844	43359	PAFFORD EMS OF MISSISSIPP	378751		INV	08/07/2024	1,666.27	AMBULANCE SERVICE
581845	216	EQUIFAX CREDIT INFORMATIO	378752		INV	08/07/2024	131.17	BACKGROUND CHECKS
581849	25565	SCRIBBLE SOFTWARE, INC.	378754	240774	INV	08/07/2024	240.00	SOFTWARE SUPPORT
581851	610	SUNBELT FIRE INC	378756		EFT	08/07/2024	260.93	VEHICLE MATINENACE /
581852	10316	TYLER TECHNOLOGIES, INC.	378757	241479	INV	08/07/2024	5,990.00	TYLER PAYMENTS CREDIT
581853	2066	HAVARD PEST CONTROL	378758		EFT	08/07/2024	16.66	UB PART FOR PEST CONT
581854	31315	AMERICAN MUNICIPAL SERVIC	378759		EFT	08/07/2024	841.60	JUNE 2024 AMS COLLECT

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 08072024 08/07/2024

VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581856	329	GULF COAST BUSINESS SUPPL	378760	242636	EFT	08/07/2024	1,439.91	JANITORIAL SUPPLIES
581858	36347	FUN EXPRESS LLC	378761	242457	INV	08/07/2024	2,998.75	EVENT HANDOUTS
581859	36347	FUN EXPRESS LLC	378762	242457	INV	08/07/2024	964.30	EVENT HANDOUTS
581860	6528	FLEETCOR	378763		EFT	08/07/2024	117.16	NP66813210 -- 7/15/24
581861	216	EQUIFAX CREDIT INFORMATIO	378764		INV	08/07/2024	104.47	BACKGROUND CHECKS
581862	216	EQUIFAX CREDIT INFORMATIO	378765		INV	08/07/2024	102.00	BACKGROUND CHECKS
581863	216	EQUIFAX CREDIT INFORMATIO	378766		INV	08/07/2024	102.00	BACKGROUND CHECKS
581867	39312	AT&T MOBILITY II LLC	378768		INV	08/07/2024	9,672.49	CELL PHONE AND CRADLE
581868	42884	MYERS INDUSTRIES	378769	242107	EFT	08/07/2024	149.33	ROTARY WHEEL ALIGNER
581869	43238	THE ACTIVITY GROUP INC	378770	241651	INV	08/07/2024	14,400.00	SWAT COMMS (UPDATED)
581870	40197	AWARDS UNLIMITED	378771	242541	INV	08/07/2024	28.00	DESK NAME PLATES
581871	40197	AWARDS UNLIMITED	378772	242550	INV	08/07/2024	14.00	DESK NAME PLATE
581872	42220	CONNOR L DEDEAUX	378773		INV	08/07/2024	175.00	FAA REMOTE PILOT EXAM
581874	43151	JHS ENTERPRISES INC	378775	241210	EFT	08/07/2024	52.00	PRINTING
581875	744	JERRY PATE TURF & IRRIGAT	378776	240115	EFT	08/07/2024	184.61	BLANKET PO / VEHICLE
581878	42634	TAYLOR MADE LAWN CARE INC	378777	240778	INV	08/07/2024	503.67	GROUNDS MAINTENANCE F
581879	166	CINTAS CORP 240	378778	240944	EFT	08/07/2024	85.41	FIRST AID SUPPLIES
581880	35999	GULF BREEZE LANDSCAPING L	378779	241354	EFT	08/07/2024	3,110.00	GROUNDS MAINTENANCE F
581881	35999	GULF BREEZE LANDSCAPING L	378780	241354	EFT	08/07/2024	28,180.00	GROUNDS MAINTENANCE F
581882	1403	GULF COAST SMALL ENGINE R	378781	242048	INV	08/07/2024	384.00	EQUIPMENT REPAIR
581883	42660	WOLVERTON PROPERTY MANAGE	378782	241353	EFT	08/07/2024	4,195.00	GROUNDS MAINTENANCE F
581884	380	LOWES ACCTS RECEIVABLE PR	378783	242061	INV	08/07/2024	214.09	SUPPLIES
581885	2066	HAVARD PEST CONTROL	378784	240179	EFT	08/07/2024	100.00	PEST CONTROL
581886	42660	WOLVERTON PROPERTY MANAGE	378785	241353	EFT	08/07/2024	19,200.00	GROUNDS MAINTENANCE F
581888	235	DIBS CHEMICAL & SUPPLY CO	378787	240946	EFT	08/07/2024	334.32	SUPPLIES
581889	35998	KINGS SPRINKLER SYSTEMS I	378788	241355	EFT	08/07/2024	5,819.00	GROUNDS MAINTENANCE F
581890	35998	KINGS SPRINKLER SYSTEMS I	378789	241355	EFT	08/07/2024	5,932.50	GROUNDS MAINTENANCE F
581891	9995	RAEDETRUS BASS	378790		INV	08/07/2024	175.00	REFUND - ORANGE GROVE
581892	9995	DANIEL COLEMAN	378791		INV	08/07/2024	175.00	REFUND -- KATIE BOOTH
581893	9995	AVA M. CONLEY	378792		INV	08/07/2024	175.00	REFUND -- KATIE BOOTH
581894	41972	TIMOTHY WESTBROOK	378793	242608	EFT	08/07/2024	300.00	LOT CLEAN-UP
581895	9995	JACQUELYNE JOHNSON	378795		INV	08/07/2024	175.00	REFUND -- WESTSIDE
581896	42764	SOUTHERN ENVIRO CONSTRUCT	378794	242180	EFT	08/07/2024	5,900.00	LOT CLEAN-UP
581897	9995	KEITH WHITE	378796		INV	08/07/2024	175.00	REFUND -- WESTSIDE
581900	6590	TASER INTERNATIONAL INC	378799		INV	08/07/2024	2,279.84	CRADLEPOINT
581902	9995	SHERRA CAMERAN	378802		INV	08/07/2024	175.00	REFUND -- ORANGE GROV
581904	42260	MANDAL AUTOMOTIVE OF DIBE	378801	242642	INV	08/07/2024	931.25	BLANKET PO / VEHICLE
581905	9995	JACQUE LAWRENCE	378803		INV	08/07/2024	100.00	REFUND -- 28TH STREET
581906	39025	HARRISON COUNTY CIRCUIT C	378804		INV	08/07/2024	36.00	RENEWAL OF JUDGMENT;L
581907	9995	LISA MALLEY	378805		INV	08/07/2024	175.00	REFUND -- LYMAN

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Warrant List by Voucher

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581908	9995	CHERYL FARMER	378806		INV	08/07/2024	175.00	REFUND -- LYMAN
581911	610	SUNBELT FIRE INC	378808		EFT	08/07/2024	100.05	RESPIRATOR FIT TEST
581912	9995	ROBERT THOMAS	378809		INV	08/07/2024	175.00	REFUND -- GASTON POIN
581913	9995	JILLIAN WOODLAND	378810		INV	08/07/2024	175.00	REFUND -- WESTSIDE
581914	9995	ROBERT THOMAS	378811		INV	08/07/2024	175.00	REFUND -- HERBERT WIL
581915	9995	LATRICIA BURTON	378812		INV	08/07/2024	100.00	REFUND -- HANDSBORO
581917	40843	EAGLE SERVICES, INC.	378814	242649	EFT	08/07/2024	638.00	EMPLOYEE CLINIC A/C
581919	42266	SIJ HOLDINGS, LLC	378815	240007	EFT	08/07/2024	217.64	LEGAL NOTICES
581920	42266	SIJ HOLDINGS, LLC	378816	240007	EFT	08/07/2024	96.40	LEGAL NOTICES
581926	42883	SOUTHLAND HEATING & AIR C	378822	241946	INV	08/07/2024	49,397.00	A/C REPLACEMENT AT JO
581927	1166	KENS HARDWARE & MARINE SU	378823	240101	INV	08/07/2024	33.65	BLANKET PURCHASE ORDE
581928	41886	HAVEN DOCK & MARINE, LLC	378824	232695	INV	08/07/2024	1,852.92	HARBOR SUPPLIES
581929	25373	AUTOMATION PERSONNEL SERV	378825		EFT	08/07/2024	2,445.30	TEMP SERVICES
581931	9995	DWAYNA WYNN	378826		INV	08/07/2024	100.00	REFUND -- HANDSBORO
581932	9995	CHRIS HILLARD	378827		INV	08/07/2024	100.00	REFUND -- WESTSIDE
581934	9995	PHYLLIS GIBSON	378829		INV	08/07/2024	100.00	REFUND -- HANDSBORO
581935	9995	STACY FAIRLEY	378830		INV	08/07/2024	60.00	REFUND -- SUMMER CAMP
581936	9995	ROBERT CARSON JR	378831		INV	08/07/2024	175.00	REFUND -- LYMAN
581937	9995	DENNIS CHAPMAN	378832		INV	08/07/2024	100.00	REFUND -- HANDSBORO
581938	40894	THE SOUTHERN CONNECTION P	378833	241393	INV	08/07/2024	26,971.56	GLOCK 45 DIRECT MOUNT
581939	9995	ANTHONY SMITH	378834		INV	08/07/2024	100.00	REFUND -- GASTON POIN
581940	42942	PSYCHOLOGICAL RESOURCES S	378835	240144	EFT	08/07/2024	400.00	PSYCHOLOGICAL TESTING
581941	9995	LAQUITA BROWN	378836		INV	08/07/2024	175.00	REFUND -- ORANGE GROV
581942	9995	DYWANNA PARKER	378837		INV	08/07/2024	100.00	REFUND -- 28ST PARK
581943	9995	SHARON BROWN	378838		INV	08/07/2024	175.00	REFUND -- ORANGE GROV
581944	380	LOWES ACCTS RECEIVABLE PR	378839	242061	INV	08/07/2024	116.80	SUPPLIES
581945	380	LOWES ACCTS RECEIVABLE PR	378840	240182	INV	08/07/2024	165.93	SUPPLIES
581946	382	PHILLIPS BUILDING SUPPLY	378841	242631	EFT	08/07/2024	97.85	SUPPLIES
581947	380	LOWES ACCTS RECEIVABLE PR	378842	242061	INV	08/07/2024	12.33	SUPPLIES
581948	42660	WOLVERTON PROPERTY MANAGE	378843	241353	EFT	08/07/2024	8,100.00	GROUNDS MAINTENANCE F
581949	42660	WOLVERTON PROPERTY MANAGE	378844	241353	EFT	08/07/2024	4,195.00	GROUNDS MAINTENANCE F
581950	93295	ALLEN BEVERAGES, INC	378845	240180	INV	08/07/2024	330.00	WATER
581951	11424	EAGLE ENERGY INC.	378846		EFT	08/07/2024	1,855.13	CCAP 02/07/23 -- FUEL
581953	42233	VARSITY BRANDS HOLDING CO	378848	242455	EFT	08/07/2024	19,167.74	ATHLETIC SUPPLIES
581954	5104	FULGHAMS INC	378849	242365	INV	08/07/2024	225.00	TREE ASSESSMENT
581955	380	LOWES ACCTS RECEIVABLE PR	378850	242061	INV	08/07/2024	59.92	SUPPLIES
581956	380	LOWES ACCTS RECEIVABLE PR	378851	242061	INV	08/07/2024	42.60	SUPPLIES
581957	1403	GULF COAST SMALL ENGINE R	378852	242048	INV	08/07/2024	30.00	EQUIPMENT REPAIR
581958	235	DIBS CHEMICAL & SUPPLY CO	378853	241908	EFT	08/07/2024	284.95	CHEMICALS
581959	320	KEELING CO	378854	240627	EFT	08/07/2024	272.86	SUPPLIES

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
581960	307	NECAISE LOCKSMITH SERVICE	378855	240175	EFT	08/07/2024	204.00	LOCKS AND KEYS
581961	6528	FLEETCOR	378856		EFT	08/07/2024	402.90	FUEL FOR VEHICLES
581962	6528	FLEETCOR	378857		EFT	08/07/2024	77.65	FUEL FOR VEHICLES
581963	380	LOWES ACCTS RECEIVABLE PR	378858	240182	INV	08/07/2024	170.98	SUPPLIES
581964	25935	ADVANCED AUTO PARTS	378859	242471	INV	08/07/2024	23.18	BLANKET PO FOR MOTOR
581965	25935	ADVANCED AUTO PARTS	378860	242471	INV	08/07/2024	62.93	BLANKET PO FOR MOTOR
581966	25935	ADVANCED AUTO PARTS	378861	242604	INV	08/07/2024	93.98	BLANKET PO FOR MOTOR
581967	25935	ADVANCED AUTO PARTS	378862	242604	INV	08/07/2024	506.49	BLANKET PO FOR MOTOR
581968	25935	ADVANCED AUTO PARTS	378863	242604	INV	08/07/2024	3.18	BLANKET PO FOR MOTOR
581969	25935	ADVANCED AUTO PARTS	378864	242604	INV	08/07/2024	68.68	BLANKET PO FOR MOTOR
581970	25935	ADVANCED AUTO PARTS	378865	242604	INV	08/07/2024	227.97	BLANKET PO FOR MOTOR
581971	25935	ADVANCED AUTO PARTS	378866	242604	INV	08/07/2024	153.56	BLANKET PO FOR MOTOR
581973	25935	ADVANCED AUTO PARTS	378867	242604	INV	08/07/2024	11.69	BLANKET PO FOR MOTOR
581974	5078	AUTO ZONE INC	378868	241386	INV	08/07/2024	8.62	BLANKET PO / VEHICLE
581975	5078	AUTO ZONE INC	378869	242531	INV	08/07/2024	91.92	BLANKET PO / VEHICLE
581976	5078	AUTO ZONE INC	378870	242531	INV	08/07/2024	241.98	BLANKET PO / VEHICLE
581977	5078	AUTO ZONE INC	378871	242531	INV	08/07/2024	42.99	BLANKET PO / VEHICLE
581978	5078	AUTO ZONE INC	378872	242531	INV	08/07/2024	43.64	BLANKET PO / VEHICLE
581979	5078	AUTO ZONE INC	378873	242531	INV	08/07/2024	109.60	BLANKET PO / VEHICLE
581980	5078	AUTO ZONE INC	378874	242531	INV	08/07/2024	84.17	BLANKET PO / VEHICLE
581981	20659	CORNETT BOLT & SCREW, INC	378875	240125	EFT	08/07/2024	3.88	BLANKET PO / VEHICLE
581982	380	LOWES ACCTS RECEIVABLE PR	378876	240975	INV	08/07/2024	6.26	BLANKET PO / SUPPLIES
581983	329	GULF COAST BUSINESS SUPPL	378877	242658	EFT	08/07/2024	203.49	OFFICE SUPPLIES - TRA
581984	380	LOWES ACCTS RECEIVABLE PR	378878	242372	INV	08/07/2024	162.13	BLANKET PO / SUPPLIES
581985	380	LOWES ACCTS RECEIVABLE PR	378879	242372	INV	08/07/2024	107.64	BLANKET PO / SUPPLIES
581986	5534	M J DONOVAN ENTERPRISES	378880	242445	EFT	08/07/2024	4,180.00	ITEM# ULT-2152R / REF
581987	261	ISCO METALS & SUPPLY	378881	242592	EFT	08/07/2024	418.00	METAL - 8TH AVE
581988	31544	SUN SOUTH LLC	378882	241732	EFT	08/07/2024	163.18	BLANKET PO FOR MOWER
581989	389	OREILLY AUTO PARTS	378883	242551	EFT	08/07/2024	129.17	BLANKET PO / VEHICLE
581990	389	OREILLY AUTO PARTS	378884	242551	EFT	08/07/2024	94.14	BLANKET PO / VEHICLE
581991	389	OREILLY AUTO PARTS	378885	242551	EFT	08/07/2024	156.50	BLANKET PO / VEHICLE
581992	389	OREILLY AUTO PARTS	378886	242551	EFT	08/07/2024	29.98	BLANKET PO / VEHICLE
581993	389	OREILLY AUTO PARTS	378887	242551	EFT	08/07/2024	248.65	BLANKET PO / VEHICLE
581994	389	OREILLY AUTO PARTS	378888	242551	EFT	08/07/2024	23.26	BLANKET PO / VEHICLE
581995	389	OREILLY AUTO PARTS	378889	242551	EFT	08/07/2024	82.54	BLANKET PO / VEHICLE
581996	42957	CROWN LEISURE INC	378890	240355	EFT	08/07/2024	1,382.49	BLANKET PO / BOAT REP
581997	43356	DD CONSULTING LLC	378891		INV	08/07/2024	10,500.00	CCAP 6/18/24 - PROFES
581998	43255	GPT SFM LLC	378892		EFT	08/07/2024	20,177.00	PROFESSIONAL SERVICES
581999	27268	AIRGAS INC	378893		INV	08/07/2024	361.10	HELIUM / GAS
582001	166	CINTAS CORP 240	378894		EFT	08/07/2024	9,239.67	UNIFORMS

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
582002	43320	GARLAND E CALHOUN JR	378895	242609	EFT	08/07/2024	300.00	LOT CLEAN-UP
582003	43278	DELL INC	378896	242575	INV	08/07/2024	974.00	DELL LATITUDE 5550 LA
582005	70	DUNAWAY GLASS INC	378898		EFT	08/07/2024	565.00	WINDOW GLASS
582006	610	SUNBELT FIRE INC	378899		EFT	08/07/2024	464.07	EQUPMENT PARTS
582007	380	LOWES ACCTS RECEIVABLE PR	378900	242657	INV	08/07/2024	183.60	HL WAREHOUSE CNC ROOM
582008	380	LOWES ACCTS RECEIVABLE PR	378901	242544	INV	08/07/2024	35.11	HL OPEN PO FOR BUILDI
582009	42881	REXEL USA INC	378902		EFT	08/07/2024	2,929.29	ELECTRICAL UPGRADE
582010	90089	CITY OF GULFPORT	378903		INV	08/07/2024	527.36	110111330 HARBOR SERV
582011	90089	CITY OF GULFPORT	378904		INV	08/07/2024	39.00	110114611 JONES PARK
582012	90089	CITY OF GULFPORT	378905		INV	08/07/2024	45.20	110114612 JONES SPLAS
582013	90089	CITY OF GULFPORT	378906		INV	08/07/2024	245.40	110114625 JONES PK RV
582014	90089	CITY OF GULFPORT	378907		INV	08/07/2024	49.16	170021025 BAIT SHOP
582015	90089	CITY OF GULFPORT	378908		INV	08/07/2024	242.51	170029511 HARDY BLDG
582016	90089	CITY OF GULFPORT	378909		INV	08/07/2024	513.98	170033011 CITY HALL
582017	90089	CITY OF GULFPORT	378910		INV	08/07/2024	166.10	170049515 JOSEPH JONE
582018	90089	CITY OF GULFPORT	378911		INV	08/07/2024	979.21	170053011 POLICE DEPT
582019	90089	CITY OF GULFPORT	378912		INV	08/07/2024	39.00	170053012 POLICE DEPT
582020	90089	CITY OF GULFPORT	378913		INV	08/07/2024	299.90	170053511 STATION 1
582021	90089	CITY OF GULFPORT	378914		INV	08/07/2024	128.90	170081401 20TH AVE YA
582022	90089	CITY OF GULFPORT	378915		INV	08/07/2024	76.20	170117312 15TH ST IRR
582023	90089	CITY OF GULFPORT	378916		INV	08/07/2024	39.00	170126025 15TH & 24TH
582024	90089	CITY OF GULFPORT	378917		INV	08/07/2024	863.60	170196025 15TH & HWY
582025	90089	CITY OF GULFPORT	378918		INV	08/07/2024	313.28	180077011 STATION 3
582026	90089	CITY OF GULFPORT	378919		INV	08/07/2024	130.71	230135011 GRASSLAWN
582027	90089	CITY OF GULFPORT	378920		INV	08/07/2024	5.80	270003303 ECON DEV GD
582028	90089	CITY OF GULFPORT	378921		INV	08/07/2024	5.80	270003310 ECON DEV GD
582029	90089	CITY OF GULFPORT	378922		INV	08/07/2024	5.80	270003313 DOG PARK PR
582030	90089	CITY OF GULFPORT	378923		INV	08/07/2024	76.20	270003317 DOG PARK PR
582031	90089	CITY OF GULFPORT	378924		INV	08/07/2024	5.80	270003318 ECON DEV GD
582032	90089	CITY OF GULFPORT	378925		INV	08/07/2024	24.24	270059411 VEH MAINT G
582033	90089	CITY OF GULFPORT	378926		INV	08/07/2024	60.86	270059511 PD RANGE OF
582034	90089	CITY OF GULFPORT	378927		INV	08/07/2024	5.80	280000012 KELLY/OAK P
582035	90089	CITY OF GULFPORT	378928		INV	08/07/2024	5.80	280075525 EAST AV/MAG
582036	90089	CITY OF GULFPORT	378929		INV	08/07/2024	5.80	280080025 BRDMOOR/22N
582037	90089	CITY OF GULFPORT	378930		INV	08/07/2024	5.80	280082011 BRDMOOR PK
582038	90089	CITY OF GULFPORT	378931		INV	08/07/2024	5.80	280086025 EAST AV/MAG
582039	90089	CITY OF GULFPORT	378932		INV	08/07/2024	5.80	280086030 BROADMOOR P
582040	90089	CITY OF GULFPORT	378933		INV	08/07/2024	85.16	280098011 MAINT DEPT
582041	90089	CITY OF GULFPORT	378934		INV	08/07/2024	11.70	300131012 135 COURTHO
582042	90089	CITY OF GULFPORT	378935		INV	08/07/2024	166.10	300131015 135 COURTHO

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Warrant List by Voucher

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VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
582043	90089 CITY OF GULFPORT	378936		INV	08/07/2024	149.16	310060011 MAG COMM CT
582044	90089 CITY OF GULFPORT	378937		INV	08/07/2024	113.16	330006511 ADMINISTRAT
582045	90089 CITY OF GULFPORT	378938		INV	08/07/2024	309.06	330036511 HARBOR LIGH
582046	90089 CITY OF GULFPORT	378939		INV	08/07/2024	861.86	340082511 HERB WILSON
582047	90089 CITY OF GULFPORT	378940		INV	08/07/2024	24.24	341063511 ADMIN
582048	90089 CITY OF GULFPORT	378941		INV	08/07/2024	74.76	360003511 PW BARN
582049	90089 CITY OF GULFPORT	378942		INV	08/07/2024	5.80	360003512 PUBLIC WK Y
582050	90089 CITY OF GULFPORT	378943		INV	08/07/2024	5.80	360003514 PUBLIC WK I
582051	90089 CITY OF GULFPORT	378944		INV	08/07/2024	63.24	360003811 BEAUTI TLR
582052	90089 CITY OF GULFPORT	378945		INV	08/07/2024	411.00	360003911 4050 HEWES
582053	90089 CITY OF GULFPORT	378946		INV	08/07/2024	39.00	360004011 PW DEPT HEW
582054	90089 CITY OF GULFPORT	378947		INV	08/07/2024	24.24	360030511 PW WAREHOUS
582055	90089 CITY OF GULFPORT	378948		INV	08/07/2024	24.24	360032111 RECORDS STO
582056	90089 CITY OF GULFPORT	378949		INV	08/07/2024	376.90	360075511 KIWANIS CON
582057	90089 CITY OF GULFPORT	378950		INV	08/07/2024	42.10	360075611 BV BALL FIE
582058	90089 CITY OF GULFPORT	378951		INV	08/07/2024	389.42	360083511 STATION 5
582059	90089 CITY OF GULFPORT	378952		INV	08/07/2024	70.00	360121312 47TH ST BAL
582060	90089 CITY OF GULFPORT	378953		INV	08/07/2024	60.24	400012511 GIRL SCT HU
582061	90089 CITY OF GULFPORT	378954		INV	08/07/2024	136.36	470043011 STATION 6
582062	90089 CITY OF GULFPORT	378955		INV	08/07/2024	44.80	480001013 PUBLIC WK L
582063	90089 CITY OF GULFPORT	378956		INV	08/07/2024	202.10	480004530 STATION 7
582064	90089 CITY OF GULFPORT	378957		INV	08/07/2024	39.00	480104525 BEAUTIFICAT
582065	90089 CITY OF GULFPORT	378958		INV	08/07/2024	39.00	480108425 BEAUTI CREW
582066	90089 CITY OF GULFPORT	378959		INV	08/07/2024	5.80	490075515 2ND ST PARK
582067	90089 CITY OF GULFPORT	378960		INV	08/07/2024	85.50	500094511 LIFETIME FI
582068	90089 CITY OF GULFPORT	378961		INV	08/07/2024	367.60	500094512 LIFETIME FI
582069	90089 CITY OF GULFPORT	378962		INV	08/07/2024	26.70	520025512 GRENVIEW IR
582070	90089 CITY OF GULFPORT	378963		INV	08/07/2024	39.00	560009311 HANDSBORO
582071	90089 CITY OF GULFPORT	378964		INV	08/07/2024	11.70	560131612 VICTORIA CR
582072	90089 CITY OF GULFPORT	378965		INV	08/07/2024	287.00	570006012 BAYOU OAKS
582073	90089 CITY OF GULFPORT	378966		INV	08/07/2024	113.16	570006015 BAYVIEW BAL
582074	90089 CITY OF GULFPORT	378967		INV	08/07/2024	42.10	610428001 BASEBALL FI
582075	90089 CITY OF GULFPORT	378968		INV	08/07/2024	487.22	611578240 SPLASH PD F
582076	90089 CITY OF GULFPORT	378969		INV	08/07/2024	166.10	620644300 TURKEY CREE
582077	90089 CITY OF GULFPORT	378970		INV	08/07/2024	149.16	700023690 STATION 8
582078	17929 UNIVERSAL COMONE LLC	378971	242624	EFT	08/07/2024	4,081.00	CALL IN SYSTEM
582079	26616 ULINE, INC.	378972	242653	EFT	08/07/2024	1,126.75	EQUIPMENT/SUPPLIES FO
582080	40182 WASTE PRO OF MISSISSIPPI	378973		EFT	08/07/2024	37.76	012396- LANDFILL 7500
582081	40182 WASTE PRO OF MISSISSIPPI	378974		EFT	08/07/2024	92.65	040406-CITY OF GPT 90
582082	40182 WASTE PRO OF MISSISSIPPI	378975		EFT	08/07/2024	73.76	042862- KATIE BOOTH C

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Warrant List by Voucher

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
582083	40182	WASTE PRO OF MISSISSIPPI	378976		EFT	08/07/2024	384.00	066200-1535 29TH AVE
582084	40182	WASTE PRO OF MISSISSIPPI	378977		EFT	08/07/2024	320.00	093807- 1038 E RAILRO
582085	378	MS POWER COMPANY	378978		INV	08/07/2024	19,172.28	2227 15TH ST
582086	378	MS POWER COMPANY	378979		INV	08/07/2024	6,390.76	2226 15TH ST
582087	378	MS POWER COMPANY	378980		INV	08/07/2024	608.48	13306 TIARA DR
582088	378	MS POWER COMPANY	378981		INV	08/07/2024	82.06	2101 E BEACH BLVD
582089	378	MS POWER COMPANY	378982		INV	08/07/2024	135.95	GRASS LAWN
582090	378	MS POWER COMPANY	378983		INV	08/07/2024	134.38	GRASS LAWN
582091	378	MS POWER COMPANY	378984		INV	08/07/2024	1,567.46	210 COWAN RD FIRE STA
582092	378	MS POWER COMPANY	378985		INV	08/07/2024	125.97	57 51ST ST WATER TOWE
582093	378	MS POWER COMPANY	378986		INV	08/07/2024	58.40	199 DEBUYS RD
582094	378	MS POWER COMPANY	378987		INV	08/07/2024	54.99	1919 BULLIS AVE
582095	378	MS POWER COMPANY	378988		INV	08/07/2024	81.00	2309 15TH ST
582096	378	MS POWER COMPANY	378989		INV	08/07/2024	33.77	358 LIVE OAK AVE
582097	378	MS POWER COMPANY	378990		INV	08/07/2024	142.69	STREET LIGHTS GPT1 ST
582098	378	MS POWER COMPANY	378991		INV	08/07/2024	254.74	1 CAMDEN COURT CIR
582099	378	MS POWER COMPANY	378992		INV	08/07/2024	2,876.45	429 PASS RD
582100	378	MS POWER COMPANY	378993		INV	08/07/2024	72.31	13306 TIARA DR LFT ST
582101	378	MS POWER COMPANY	378994		INV	08/07/2024	144.32	KEN COMBS PIER
582102	378	MS POWER COMPANY	378995		INV	08/07/2024	225.45	1419 22ND AVE LIGHTIN
582103	378	MS POWER COMPANY	378996		INV	08/07/2024	686.68	424 34TH ST
582104	378	MS POWER COMPANY	378997		INV	08/07/2024	13,447.86	SUMMARY BILL
582105	378	MS POWER COMPANY	378998		INV	08/07/2024	11,317.85	SUMMARY BILL
582106	378	MS POWER COMPANY	378999		INV	08/07/2024	3,237.81	SUMMARY BILL
582107	378	MS POWER COMPANY	379000		INV	08/07/2024	89,760.75	SUMMARY BILL
582108	378	MS POWER COMPANY	379001		INV	08/07/2024	9,344.10	SUMMARY BILL
582109	378	MS POWER COMPANY	379002		INV	08/07/2024	8,236.88	SUMMARY BILL
582110	378	MS POWER COMPANY	379003		INV	08/07/2024	475.11	SUMMARY BILL
582111	378	MS POWER COMPANY	379004		INV	08/07/2024	1,418.64	SUMMARY BILL
582112	378	MS POWER COMPANY	379006		INV	08/07/2024	8,753.29	SUMMARY BILL
582113	378	MS POWER COMPANY	379007		INV	08/07/2024	7,713.28	SUMMARY BILL
582114	378	MS POWER COMPANY	379008		INV	08/07/2024	11,256.33	SUMMARY BILL
582115	378	MS POWER COMPANY	379009		INV	08/07/2024	4,707.15	SUMMARY BILL
582116	378	MS POWER COMPANY	379010		INV	08/07/2024	4,931.80	SUMMARY BILL
582117	378	MS POWER COMPANY	379011		INV	08/07/2024	4,877.14	SUMMARY BILL
582118	378	MS POWER COMPANY	379012		INV	08/07/2024	8,199.40	SUMMARY BILL
582119	23107	CENTERPOINT ENERGY RESOUR	379013		INV	08/07/2024	37.08	GAS
582120	23107	CENTERPOINT ENERGY RESOUR	379014		INV	08/07/2024	63.20	13000 THREE RIVERS RD
582121	23107	CENTERPOINT ENERGY RESOUR	379015		INV	08/07/2024	42.81	1500 MILLS AVE
582122	23107	CENTERPOINT ENERGY RESOUR	379016		INV	08/07/2024	52.76	15197 DEDEAUX RD

CITY OF GULFPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
582209	70000	CABLE ONE	379103		INV	08/07/2024	78.97	ORANGE GROVE COM CNT
582210	70000	CABLE ONE	379104		INV	08/07/2024	60.00	COLLEGE PRK FITNESS C
582211	70000	CABLE ONE	379105		INV	08/07/2024	85.00	135 COURTHOUSE RD
582212	70000	CABLE ONE	379106		INV	08/07/2024	60.00	13472 HIGHWAY 49 PARK
582213	70000	CABLE ONE	379107		INV	08/07/2024	72.50	GASTON COMMUNITY CTR
582214	70000	CABLE ONE	379108		INV	08/07/2024	60.00	HERBERT WILSON CTR
582215	70000	CABLE ONE	379109		INV	08/07/2024	75.00	19TH ST COMMUNITY CTR
582216	70000	CABLE ONE	379110		INV	08/07/2024	73.38	4006 8TH ST LEISURE S
582217	70000	CABLE ONE	379111		INV	08/07/2024	60.00	GULFPORT LEISURE SVCE
582218	70000	CABLE ONE	379112		INV	08/07/2024	189.91	HARBOR MASTER
582219	70000	CABLE ONE	379113		INV	08/07/2024	275.93	12136 PRUDIE CIR
582220	70000	CABLE ONE	379114		INV	08/07/2024	300.00	ARMORY
582221	70000	CABLE ONE	379115		INV	08/07/2024	60.00	GASTON HEWES GYM
582222	70000	CABLE ONE	379116		INV	08/07/2024	78.97	3908 28TH ST
582223	70000	CABLE ONE	379117		INV	08/07/2024	180.50	ROOM 2031
582224	70000	CABLE ONE	379118		INV	08/07/2024	192.50	1133 20TH AVE HABOR
582225	70000	CABLE ONE	379119		INV	08/07/2024	328.34	FISHBONE ALLEY
582226	70000	CABLE ONE	379120		INV	08/07/2024	300.00	135 COURTHOUSE RD
582227	70000	CABLE ONE	379121		INV	08/07/2024	321.00	424 34TH ST
582228	70000	CABLE ONE	379122		INV	08/07/2024	321.00	CHRISTMAS LIGHTS WARE
582229	70000	CABLE ONE	379123		INV	08/07/2024	3,055.57	FIRE STATIONS 1-12
582231	25676	CELLULAR SOUTH, INC	379125		INV	08/07/2024	414.24	691521
582232	41691	FERGUSON US HOLDINGS, INC	379126	242249	EFT	08/07/2024	2,160.00	THREADED COMP FLANGES
582233	40	ALL PHASE ELECTRIC SUPPLY	379127	242461	EFT	08/07/2024	4,131.50	REPLENISH DEPLETED ST
582234	40	ALL PHASE ELECTRIC SUPPLY	379128	242378	EFT	08/07/2024	4,873.99	REPLENISH DEPLETED ST
582235	40	ALL PHASE ELECTRIC SUPPLY	379129	242428	EFT	08/07/2024	900.00	WIRE FOR STREETLIGHTS
582236	40	ALL PHASE ELECTRIC SUPPLY	379130	242410	EFT	08/07/2024	719.48	UPGR. CONDUCT. & NEW
582237	39457	OSBURN ASSOCIATES INC	379131	242277	EFT	08/07/2024	3,500.00	SERVICE/REPAIR OF TRA
582239	923	CENTRAL PIPE SUPPLY INC	379133	242191	EFT	08/07/2024	1,044.37	WATERLINE SUPPLIES PE
582240	923	CENTRAL PIPE SUPPLY INC	379134	242191	EFT	08/07/2024	907.60	WATERLINE SUPPLIES PE
582241	923	CENTRAL PIPE SUPPLY INC	379135	242191	EFT	08/07/2024	171.64	WATERLINE SUPPLIES PE
582242	923	CENTRAL PIPE SUPPLY INC	379136	242191	EFT	08/07/2024	377.51	WATERLINE SUPPLIES PE
582243	41691	FERGUSON US HOLDINGS, INC	379137	241996	EFT	08/07/2024	340.00	RESTOCK INVENTORY - P
582244	923	CENTRAL PIPE SUPPLY INC	379138	241336	EFT	08/07/2024	327.15	RESTOCK INVENTORY - W
582245	275	J H WRIGHT & ASSOC	379139	242568	EFT	08/07/2024	2,835.00	MYDRO PRINTED CIRCUIT
582246	42313	JOHNSONS TREE SERVICE, LL	379140	242323	INV	08/07/2024	1,500.00	TREE REMOVAL AT 13423
582247	24702	WEAVER ELECTRIC INC	379141	241889	EFT	08/07/2024	1,760.00	CONVERTING OH TO UG P
582248	40705	SOUTHERN EXTERIORS FENCE	379142	242539	EFT	08/07/2024	570.00	REPLACE FENCE FOR SWR
582249	129	BAY MOTOR WINDING INC	379143	242462	EFT	08/07/2024	4,997.45	REMOVE/REPLACE DUPLEX
582250	144	BENVENUTTI ELECTRICAL APP	379144	242643	EFT	08/07/2024	1,298.00	FLYGT DISCHARGE CONNE

CITY OF GULFPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
582251	17329	SOUTHERN WATERWORKS SUPP	379145	242582	INV	08/07/2024	1,094.00	RESTOCK INVENTORY - B
582252	611	SOUTHERN PIPE & SUPPLY CO	379146	242577	EFT	08/07/2024	60,900.00	RESTOCK INVENTORY - A
582253	611	SOUTHERN PIPE & SUPPLY CO	379147	241233	EFT	08/07/2024	10,554.00	8" OCTAVE SS METER FO
582254	275	J H WRIGHT & ASSOC	379148	242567	EFT	08/07/2024	4,875.00	REPLENISH STOCK FOR L
582255	275	J H WRIGHT & ASSOC	379149	242593	EFT	08/07/2024	3,035.00	MYDRO CIRCUIT BOARD/R
582256	41691	FERGUSON US HOLDINGS, INC	379150	242492	EFT	08/07/2024	504.00	RESTOCK INVENTORY - 4
582257	41691	FERGUSON US HOLDINGS, INC	379151	242325	EFT	08/07/2024	5,237.96	RESTOCK INVENTORY --
582258	41691	FERGUSON US HOLDINGS, INC	379152	242647	EFT	08/07/2024	1,060.00	FOR T. MCCOY - 12" X
582259	41691	FERGUSON US HOLDINGS, INC	379153	242433	EFT	08/07/2024	1,722.79	2 HYDRANT METER SET U
582260	41691	FERGUSON US HOLDINGS, INC	379154	241048	EFT	08/07/2024	220.46	RESTOCK INVENTORY --
582261	41691	FERGUSON US HOLDINGS, INC	379155	241048	EFT	08/07/2024	358.09	RESTOCK INVENTORY --
582262	41691	FERGUSON US HOLDINGS, INC	379156	242607	EFT	08/07/2024	224.00	RESTOCK INVENTORY --
582263	883	WARREN PAVING INC	379157	242521	EFT	08/07/2024	519.59	BLANKET PO FOR TYPE S
582264	883	WARREN PAVING INC	379158	242521	EFT	08/07/2024	440.26	BLANKET PO FOR TYPE S
582265	883	WARREN PAVING INC	379159	242521	EFT	08/07/2024	305.13	BLANKET PO FOR TYPE S
582266	883	WARREN PAVING INC	379160	242521	EFT	08/07/2024	395.80	BLANKET PO FOR TYPE S
582267	883	WARREN PAVING INC	379161	242521	EFT	08/07/2024	435.90	BLANKET PO FOR TYPE S
582268	883	WARREN PAVING INC	379162	242300	EFT	08/07/2024	174.14	BLANKET FOR FOB ASPHA
582269	883	WARREN PAVING INC	379163	242300	EFT	08/07/2024	526.77	BLANKET FOR FOB ASPHA
582270	883	WARREN PAVING INC	379164	242300	EFT	08/07/2024	434.48	BLANKET FOR FOB ASPHA
582271	883	WARREN PAVING INC	379165	242300	EFT	08/07/2024	431.87	BLANKET FOR FOB ASPHA
582272	883	WARREN PAVING INC	379166	242300	EFT	08/07/2024	299.52	BLANKET FOR FOB ASPHA
582273	883	WARREN PAVING INC	379167	242300	EFT	08/07/2024	261.21	BLANKET FOR FOB ASPHA
582274	883	WARREN PAVING INC	379168	242300	EFT	08/07/2024	214.19	BLANKET FOR FOB ASPHA
582275	19719	BAYOU CONCRETE, LLC	379169	242005	EFT	08/07/2024	407.00	BLANKET PO FOR CONCRE
582276	19719	BAYOU CONCRETE, LLC	379170	242005	EFT	08/07/2024	207.00	BLANKET PO FOR CONCRE
582277	19719	BAYOU CONCRETE, LLC	379171	242005	EFT	08/07/2024	926.25	BLANKET PO FOR CONCRE
582278	19719	BAYOU CONCRETE, LLC	379172	242005	EFT	08/07/2024	574.00	BLANKET PO FOR CONCRE
582279	19719	BAYOU CONCRETE, LLC	379173	242005	EFT	08/07/2024	490.50	BLANKET PO FOR CONCRE
582280	19719	BAYOU CONCRETE, LLC	379174	242005	EFT	08/07/2024	407.00	BLANKET PO FOR CONCRE
582281	19719	BAYOU CONCRETE, LLC	379175	242005	EFT	08/07/2024	782.75	BLANKET PO FOR CONCRE
582282	19719	BAYOU CONCRETE, LLC	379176	242005	EFT	08/07/2024	1,088.00	BLANKET PO FOR CONCRE
582283	19719	BAYOU CONCRETE, LLC	379177	242005	EFT	08/07/2024	574.00	BLANKET PO FOR CONCRE
582284	19719	BAYOU CONCRETE, LLC	379178	242005	EFT	08/07/2024	407.00	BLANKET PO FOR CONCRE
582285	19719	BAYOU CONCRETE, LLC	379179	242005	EFT	08/07/2024	1,055.00	BLANKET PO FOR CONCRE
582287	380	LOWES ACCTS RECEIVABLE PR	379181	240058	INV	08/07/2024	46.00	BLANKET FOR FY 2024
582288	380	LOWES ACCTS RECEIVABLE PR	379182	240058	INV	08/07/2024	14.60	BLANKET FOR FY 2024
582289	380	LOWES ACCTS RECEIVABLE PR	379183	240058	INV	08/07/2024	6.60	BLANKET FOR FY 2024
582290	380	LOWES ACCTS RECEIVABLE PR	379184	240058	INV	08/07/2024	37.98	BLANKET FOR FY 2024
582291	42389	LMR HARDWARE	379185	240029	EFT	08/07/2024	11.44	BLANKET PO FOR FY 202

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
582292	42389	LMR HARDWARE	379186	240029	EFT	08/07/2024	9.98	BLANKET PO FOR FY 202
582293	42389	LMR HARDWARE	379187	240029	EFT	08/07/2024	41.55	BLANKET PO FOR FY 202
582294	190	COAST CHLORINATOR CO	379188	240025	EFT	08/07/2024	111.00	BLANKET PO FOR FY 202
582295	307	NECAISE LOCKSMITH SERVICE	379189	240032	EFT	08/07/2024	15.00	BLANKET PO FOR LOCK S
582296	40182	WASTE PRO OF MISSISSIPPI	379190	240506	EFT	08/07/2024	548,456.26	WASTE PRO RESIDENTIAL
582297	468	HARRISON COUNTY UTILITY A	379191	240020	INV	08/07/2024	569,550.00	HCUA WASTEWATER & SOL
582298	41691	FERGUSON US HOLDINGS, INC	379192	242322	EFT	08/07/2024	252.00	BLANKET PO FOR MISC W
582299	41691	FERGUSON US HOLDINGS, INC	379193	242322	EFT	08/07/2024	47.45	BLANKET PO FOR MISC W
582300	40	ALL PHASE ELECTRIC SUPPLY	379194	240099	EFT	08/07/2024	74.76	BLANKET PO FOR FY 202
582301	40	ALL PHASE ELECTRIC SUPPLY	379195	240099	EFT	08/07/2024	99.00	BLANKET PO FOR FY 202
582302	20675	CHANCELLOR SUPPLY, INC	379196	240127	EFT	08/07/2024	127.22	BLANKET PO FOR FY 202
582303	20675	CHANCELLOR SUPPLY, INC	379197	240127	EFT	08/07/2024	15.27	BLANKET PO FOR FY 202
582304	20675	CHANCELLOR SUPPLY, INC	379198	240127	EFT	08/07/2024	20.44	BLANKET PO FOR FY 202
582305	20675	CHANCELLOR SUPPLY, INC	379199	240127	EFT	08/07/2024	3.68	BLANKET PO FOR FY 202
582306	20675	CHANCELLOR SUPPLY, INC	379200	240127	EFT	08/07/2024	248.40	BLANKET PO FOR FY 202
582307	20675	CHANCELLOR SUPPLY, INC	379201	240127	EFT	08/07/2024	97.05	BLANKET PO FOR FY 202
582308	42812	MOBILE SOLVENTS & SUPPLY	379202	242623	EFT	08/07/2024	4,050.00	BLANKET PO FOR CHLORI
582309	1054	MICRO METHODS INC	379203	242266	EFT	08/07/2024	60.00	BLANKET PO FOR WATER
582310	1054	MICRO METHODS INC	379204	242266	EFT	08/07/2024	60.00	BLANKET PO FOR WATER
582311	1054	MICRO METHODS INC	379205	242266	EFT	08/07/2024	60.00	BLANKET PO FOR WATER
582312	1054	MICRO METHODS INC	379206	242266	EFT	08/07/2024	120.00	BLANKET PO FOR WATER
582317	40182	WASTE PRO OF MISSISSIPPI	379211		EFT	08/07/2024	42,402.08	PECAN GROVE LANDFILL
582318	42599	BAGWELL TRUCK AND EQUIPME	379212		EFT	08/07/2024	2,048.96	REPAIRS TO GENERATOR
582320	42599	BAGWELL TRUCK AND EQUIPME	379214		EFT	08/07/2024	497.98	REPAIRS TO GENERATOR
582321	42599	BAGWELL TRUCK AND EQUIPME	379215		EFT	08/07/2024	370.00	REPAIRS TO GENERATOR
582322	42599	BAGWELL TRUCK AND EQUIPME	379216		EFT	08/07/2024	786.53	REPAIRS TO GENERATOR
582323	42599	BAGWELL TRUCK AND EQUIPME	379217		EFT	08/07/2024	1,302.69	REPAIRS TO GENERATOR
582324	42599	BAGWELL TRUCK AND EQUIPME	379218		EFT	08/07/2024	1,342.46	REPAIRS TO GENERATOR
582325	166	CINTAS CORP 240	379219		EFT	08/07/2024	128.01	MAT CLEANING SERVICES
582326	166	CINTAS CORP 240	379220		EFT	08/07/2024	194.62	MAT CLEANING SERVICES
582327	166	CINTAS CORP 240	379221		EFT	08/07/2024	194.62	MAT CLEANING SERVICES
582328	40182	WASTE PRO OF MISSISSIPPI	379222		EFT	08/07/2024	92.65	TOILET RENT @ 153 PHI
582329	40182	WASTE PRO OF MISSISSIPPI	379223		EFT	08/07/2024	92.65	TOILET RENT @ 8308 TE
582330	40182	WASTE PRO OF MISSISSIPPI	379224		EFT	08/07/2024	92.65	TOILET RENT @ 100 BAY
582332	969	WASTE MANAGEMENT OF MS	379226		INV	08/07/2024	6,172.31	COASTAL RECYCLERS LAN
582333	969	WASTE MANAGEMENT OF MS	379227		INV	08/07/2024	1,508.65	FIRETOWER LANDFILL JU
582334	969	WASTE MANAGEMENT OF MS	379228		INV	08/07/2024	1,704.97	2 WK ROLL-OFF WATER/S
582335	969	WASTE MANAGEMENT OF MS	379229		INV	08/07/2024	1,291.99	2 WK ROLL-OFF WATER/S
582336	227	FASTENAL	379230		EFT	08/07/2024	136.42	JUNE VENDING MACHINE
582337	2066	HAVARD PEST CONTROL	379231		EFT	08/07/2024	45.00	MONTHLY PEST CONTROL

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
582338	2066	HAVARD PEST CONTROL	379232		EFT	08/07/2024	75.00	PEST CONTROL - WEST S
582339	2066	HAVARD PEST CONTROL	379233		EFT	08/07/2024	90.00	MONTHLY PEST CONTROL
582340	815	MILLER ICE MACHINE CO	379234		EFT	08/07/2024	497.00	REPAIRS TO PUBLIC WOR
582341	6528	FLEETCOR	379235		EFT	08/07/2024	487.01	ACCT 126559: PW TRAFF
582342	6528	FLEETCOR	379236		EFT	08/07/2024	171.17	ACCT 126558: ENGINEER
582343	6528	FLEETCOR	379237		EFT	08/07/2024	163.68	ACCT 126554: PW ADMIN
582344	6528	FLEETCOR	379238		EFT	08/07/2024	241.36	ACCT 126559: PW TRAFF
582345	6528	FLEETCOR	379239		EFT	08/07/2024	60.91	ACCT 126558: ENGINEER
582346	6528	FLEETCOR	379240		EFT	08/07/2024	31.18	ACCT 126555: PW WATER
582347	6528	FLEETCOR	379241		EFT	08/07/2024	272.41	ACCT 126554: PW ADMIN
582434	58	A T & T	379328		INV	08/07/2024	46.71	228 868 5800 421 0594
582435	58	A T & T	379329		INV	08/07/2024	40.06	228 868 5800 421 0594
582436	58	A T & T	379330		INV	08/07/2024	269.88	228 868 5800 421 0594
582437	58	A T & T	379331		INV	08/07/2024	47.73	228 868 5800 421 0594
582438	58	A T & T	379332		INV	08/07/2024	1,412.65	228 868 5800 421 0594
582439	58	A T & T	379333		INV	08/07/2024	1,962.42	228 868 5800 421 0594
582440	58	A T & T	379334		INV	08/07/2024	950.35	228 868 5800 421 0594
582441	58	A T & T	379335		INV	08/07/2024	186.98	228 868 5800 421 0594
582442	58	A T & T	379336		INV	08/07/2024	28.88	228 868 5800 421 0594
582443	58	A T & T	379337		INV	08/07/2024	22.24	228 868 5800 421 0594
582444	58	A T & T	379338		INV	08/07/2024	2,464.71	228 868 5800 421 0594
582445	58	A T & T	379339		INV	08/07/2024	75.68	228 868 5800 421 0594
582446	58	A T & T	379340		INV	08/07/2024	336.01	228 868 5800 421 0594
582447	58	A T & T	379341		INV	08/07/2024	14.94	228 868 5800 421 0594
582448	58	A T & T	379342		INV	08/07/2024	693.27	228 868 5800 421 0594
582449	58	A T & T	379343		INV	08/07/2024	368.37	228 868 5800 421 0594
582450	58	A T & T	379344		INV	08/07/2024	12.58	228 868 5800 421 0594
582451	58	A T & T	379345		INV	08/07/2024	486.17	228 868 5800 421 0594
582452	58	A T & T	379346		INV	08/07/2024	527.83	228 831 0701 701 0596
582453	58	A T & T	379347		INV	08/07/2024	527.83	228 831 0701 701 0596
582454	58	A T & T	379348		INV	08/07/2024	527.83	228 831 0701 701 0596
582455	58	A T & T	379349		INV	08/07/2024	3.04	228 M23 9239 001 0595
582456	58	A T & T	379350		INV	08/07/2024	2.61	228 M23 9239 001 0595
582457	58	A T & T	379351		INV	08/07/2024	17.59	228 M23 9239 001 0595
582458	58	A T & T	379352		INV	08/07/2024	3.11	228 M23 9239 001 0595
582459	58	A T & T	379353		INV	08/07/2024	92.07	228 M23 9239 001 0595
582460	58	A T & T	379354		INV	08/07/2024	127.91	228 M23 9239 001 0595
582461	58	A T & T	379355		INV	08/07/2024	61.94	228 M23 9239 001 0595
582462	58	A T & T	379356		INV	08/07/2024	12.19	228 M23 9239 001 0595
582463	58	A T & T	379357		INV	08/07/2024	1.88	228 M23 9239 001 0595

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
582464	58	A T & T	379358		INV	08/07/2024	1.45	228 M23 9239 001 0595
582465	58	A T & T	379359		INV	08/07/2024	160.65	228 M23 9239 001 0595
582466	58	A T & T	379360		INV	08/07/2024	4.93	228 M23 9239 001 0595
582467	58	A T & T	379361		INV	08/07/2024	21.90	228 M23 9239 001 0595
582468	58	A T & T	379362		INV	08/07/2024	0.97	228 M23 9239 001 0595
582469	58	A T & T	379363		INV	08/07/2024	45.19	228 M23 9239 001 0595
582470	58	A T & T	379364		INV	08/07/2024	24.01	228 M23 9239 001 0595
582471	58	A T & T	379365		INV	08/07/2024	0.82	228 M23 9239 001 0595
582472	58	A T & T	379366		INV	08/07/2024	31.69	228 M23 9239 001 0595
582473	58	A T & T	379367		INV	08/07/2024	214.61	831 001 1096 927
582474	58	A T & T	379368		INV	08/07/2024	1,596.42	831 000 6763 753
582475	58	A T & T DATACOMM LP	379369		INV	08/07/2024	7.35	601 N10 0117 117
582476	58	A T & T	379381		INV	08/07/2024	114.64	228 214 0312 001 0593
582477	58	A T & T	379382		INV	08/07/2024	56.75	228 865-1423 001 0597
582478	58	A T & T	379383		INV	08/07/2024	1,438.43	404 685-9157 001 0352
582482	23107	CENTERPOINT ENERGY RESOUR	379386		INV	08/07/2024	59.11	GAS STATION 6 JUNE 22
582483	193	COAST ELECTRIC POWER ASSO	379387		INV	08/07/2024	342.32	16TH ST 17200 WELL
582484	193	COAST ELECTRIC POWER ASSO	379388		INV	08/07/2024	86.62	CURTIS ST 13355 LIFT
582485	193	COAST ELECTRIC POWER ASSO	379389		INV	08/07/2024	1,571.75	11550 Dedeaux Rd
582486	193	COAST ELECTRIC POWER ASSO	379390		INV	08/07/2024	1.29	JACKSON ST 1ST WELL
582487	193	COAST ELECTRIC POWER ASSO	379391		INV	08/07/2024	425.00	16TH ST STORAGE
582488	193	COAST ELECTRIC POWER ASSO	379392		INV	08/07/2024	103.48	ROBINSON LIFT STATION
582489	193	COAST ELECTRIC POWER ASSO	379393		INV	08/07/2024	2,534.26	ONEAL RD TRAILWOOD WE
582490	193	COAST ELECTRIC POWER ASSO	379394		INV	08/07/2024	87.20	MOCK ST 13010
582491	193	COAST ELECTRIC POWER ASSO	379395		INV	08/07/2024	59.02	ONEAL RD 11003 LIFT S
582492	193	COAST ELECTRIC POWER ASSO	379396		INV	08/07/2024	61.81	LORRAINE RD 11375 LIF
582493	193	COAST ELECTRIC POWER ASSO	379397		INV	08/07/2024	98.59	JOHN ROSS RD LIFT STA
582494	193	COAST ELECTRIC POWER ASSO	379398		INV	08/07/2024	74.93	LUNDY RD 12335 LIFT S
582495	193	COAST ELECTRIC POWER ASSO	379399		INV	08/07/2024	101.67	11381 DEDEAUX RD E LI
582496	193	COAST ELECTRIC POWER ASSO	379400		INV	08/07/2024	71.54	RIVER RD S 11300 LOT
582497	193	COAST ELECTRIC POWER ASSO	379401		INV	08/07/2024	478.63	Oak Landing Phase 1
582498	193	COAST ELECTRIC POWER ASSO	379402		INV	08/07/2024	98.65	FLORENCE GARDENS V
582499	193	COAST ELECTRIC POWER ASSO	379403		INV	08/07/2024	157.83	FLORENCE GARDENS VI
582500	193	COAST ELECTRIC POWER ASSO	379404		INV	08/07/2024	207.74	PRUDIE CIR LIFT STA
582501	193	COAST ELECTRIC POWER ASSO	379405		INV	08/07/2024	3,605.77	PRUDIE CIR CONCESSION
582502	193	COAST ELECTRIC POWER ASSO	379406		INV	08/07/2024	738.13	PRUDIE CIR PAVILLION
582503	193	COAST ELECTRIC POWER ASSO	379407		INV	08/07/2024	2,012.16	34TH S END WELL
582504	193	COAST ELECTRIC POWER ASSO	379408		INV	08/07/2024	2,141.31	STIGLETS RD (NORTH EN
582505	193	COAST ELECTRIC POWER ASSO	379409		INV	08/07/2024	99.45	WOODLAND LIFT STA
582506	193	COAST ELECTRIC POWER ASSO	379410		INV	08/07/2024	284.64	13502 CABINET DEDEAUX

ACCOUNTS PAYABLE WARRANT REPORT

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VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
582507	193 COAST ELECTRIC POWER ASSO	379411		INV	08/07/2024	168.60	WINGATE LIFT STA
582508	193 COAST ELECTRIC POWER ASSO	379412		INV	08/07/2024	3,733.64	16TH ST SOCCER
582509	193 COAST ELECTRIC POWER ASSO	379413		INV	08/07/2024	3,127.57	16TH ST SOFTBALL
582510	193 COAST ELECTRIC POWER ASSO	379414		INV	08/07/2024	76.75	16TH ST LIGHTING
582511	193 COAST ELECTRIC POWER ASSO	379415		INV	08/07/2024	1,075.58	GPT HIGHLANDS SEC LGT
582512	193 COAST ELECTRIC POWER ASSO	379416		INV	08/07/2024	72.53	LANDRY TRACE LIFT STA
582513	193 COAST ELECTRIC POWER ASSO	379417		INV	08/07/2024	118.98	CRYSTAL LAKE LIFT STA
582514	193 COAST ELECTRIC POWER ASSO	379418		INV	08/07/2024	70.05	Lorraine Rd-Traf Ligh
582515	193 COAST ELECTRIC POWER ASSO	379419		INV	08/07/2024	97.74	TURNBERRY SUBD
582516	193 COAST ELECTRIC POWER ASSO	379420		INV	08/07/2024	64.00	THREE RIVERS RD & ONE
582517	193 COAST ELECTRIC POWER ASSO	379421		INV	08/07/2024	63.97	RESERVATION & THREE R
582518	193 COAST ELECTRIC POWER ASSO	379422		INV	08/07/2024	63.88	THREE RIVERS RD & KLE
582519	193 COAST ELECTRIC POWER ASSO	379423		INV	08/07/2024	55.38	BOLES BLVD & BONNIE S
582520	193 COAST ELECTRIC POWER ASSO	379424		INV	08/07/2024	56.59	THREE RV & DUCKWORTH
582521	193 COAST ELECTRIC POWER ASSO	379425		INV	08/07/2024	376.77	16TH ST SIGN I-10 SER
582522	193 COAST ELECTRIC POWER ASSO	379426		INV	08/07/2024	1,621.52	16TH ST BASEBALL CONC
582523	193 COAST ELECTRIC POWER ASSO	379427		INV	08/07/2024	156.83	FISHERMANS TRAIL LIFT
582524	193 COAST ELECTRIC POWER ASSO	379428		INV	08/07/2024	64.81	ASHTON OAKS LIFT STA
582525	193 COAST ELECTRIC POWER ASSO	379429		INV	08/07/2024	101.03	72ND LIFT STA
582526	193 COAST ELECTRIC POWER ASSO	379430		INV	08/07/2024	81.79	JACKSON ST WELL
582527	193 COAST ELECTRIC POWER ASSO	379431		INV	08/07/2024	57.58	DEDEAUX ELEV TANK LIT
582528	193 COAST ELECTRIC POWER ASSO	379432		INV	08/07/2024	57.90	448 Dedeaux Rd
582529	193 COAST ELECTRIC POWER ASSO	379433		INV	08/07/2024	78.45	DEDEAUX UTI LIFT STA
582530	193 COAST ELECTRIC POWER ASSO	379434		INV	08/07/2024	67.90	13407 DEDEAUX RD
582531	193 COAST ELECTRIC POWER ASSO	379435		INV	08/07/2024	146.35	WILDWOOD LIFT STA
582532	193 COAST ELECTRIC POWER ASSO	379436		INV	08/07/2024	154.15	LOREN D AT I10 LIFT S
582533	193 COAST ELECTRIC POWER ASSO	379437		INV	08/07/2024	65.06	PEPSI LIFT STA BEHIND
582534	193 COAST ELECTRIC POWER ASSO	379438		INV	08/07/2024	106.03	RESERVATION DR LIFT S
582535	193 COAST ELECTRIC POWER ASSO	379439		INV	08/07/2024	1,352.68	City of Gulfport Ligh
582536	193 COAST ELECTRIC POWER ASSO	379440		INV	08/07/2024	81.63	Lorraine I10 Traf-Lig
582537	193 COAST ELECTRIC POWER ASSO	379441		INV	08/07/2024	3,824.70	City of Gulfport Ligh
582538	193 COAST ELECTRIC POWER ASSO	379442		INV	08/07/2024	5,358.73	City of Gulfport Ligh
582539	193 COAST ELECTRIC POWER ASSO	379443		INV	08/07/2024	6,055.16	City of Gulfport Ligh
582540	193 COAST ELECTRIC POWER ASSO	379444		INV	08/07/2024	89.86	Alta Vida Security Li
582541	193 COAST ELECTRIC POWER ASSO	379445		INV	08/07/2024	7,010.72	City of Gulfport Ligh
582542	193 COAST ELECTRIC POWER ASSO	379446		INV	08/07/2024	7,841.27	City of Gulfport
582543	193 COAST ELECTRIC POWER ASSO	379447		INV	08/07/2024	65.00	CANAL RD 7500
582544	193 COAST ELECTRIC POWER ASSO	379448		INV	08/07/2024	2,475.18	11535 DEDEAUX RD
582545	193 COAST ELECTRIC POWER ASSO	379449		INV	08/07/2024	70.41	CREEK & ALDEN LIFT-CO
582546	193 COAST ELECTRIC POWER ASSO	379450		INV	08/07/2024	57.53	ONEAL RD GARDEN LIFT

CITY OF GULFPORT

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VOUCHER	VENDOR		DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
582547	193	COAST ELECTRIC POWER ASSO	379451		INV	08/07/2024	77.84	Brookfield Subd Light
582548	193	COAST ELECTRIC POWER ASSO	379452		INV	08/07/2024	72.38	JOHN ROSS RD HWY 57
582549	193	COAST ELECTRIC POWER ASSO	379453		INV	08/07/2024	547.50	THREE RV RD 13000 FIR
582550	193	COAST ELECTRIC POWER ASSO	379454		INV	08/07/2024	703.83	12001 Dedeaux Rd Fire
582551	193	COAST ELECTRIC POWER ASSO	379455		INV	08/07/2024	54.32	MEADOWBROOK DR 17375
582552	193	COAST ELECTRIC POWER ASSO	379456		INV	08/07/2024	63.09	MEADOWBROOK PHASE II
582553	193	COAST ELECTRIC POWER ASSO	379457		INV	08/07/2024	64.16	DELMAR DR LIFT STA
582554	193	COAST ELECTRIC POWER ASSO	379458		INV	08/07/2024	430.20	URBANA DR LIFT STA
582555	193	COAST ELECTRIC POWER ASSO	379459		INV	08/07/2024	72.47	CROWN HILL LIFT STA
582556	193	COAST ELECTRIC POWER ASSO	379460		INV	08/07/2024	59.07	Dedeaux & Sunnymead
582557	193	COAST ELECTRIC POWER ASSO	379461		INV	08/07/2024	173.00	PRUDIE CIR RESTROOM
582558	193	COAST ELECTRIC POWER ASSO	379462		INV	08/07/2024	1,420.46	Florence Gardens
582559	193	COAST ELECTRIC POWER ASSO	379463		INV	08/07/2024	502.36	Holliman Place
582560	193	COAST ELECTRIC POWER ASSO	379464		INV	08/07/2024	81.01	PRESERVATION DR 12208
582561	193	COAST ELECTRIC POWER ASSO	379465		INV	08/07/2024	168.19	Plantation Oaks
582562	193	COAST ELECTRIC POWER ASSO	379466		INV	08/07/2024	75.99	18406 ROBINSON RD
582563	193	COAST ELECTRIC POWER ASSO	379467		INV	08/07/2024	1,059.20	I-10 & Cowan Lights
582564	193	COAST ELECTRIC POWER ASSO	379468		INV	08/07/2024	4,175.39	16TH ST BASEBALL CONC
582565	193	COAST ELECTRIC POWER ASSO	379469		INV	08/07/2024	64.68	MICHAEL GRACE DR LIFT
582566	193	COAST ELECTRIC POWER ASSO	379470		INV	08/07/2024	440.08	Grand Oaks
582567	193	COAST ELECTRIC POWER ASSO	379471		INV	08/07/2024	140.12	Florence Gardens IV
582568	193	COAST ELECTRIC POWER ASSO	379472		INV	08/07/2024	24.90	TRACEWOOD DEV
582861	39312	AT&T MOBILITY II LLC	379753		INV	08/07/2024	130.41	287310505328
582862	39312	AT&T MOBILITY II LLC	379754		INV	08/07/2024	49.95	287310505328
582863	39312	AT&T MOBILITY II LLC	379755		INV	08/07/2024	80.46	287310505328
582864	39312	AT&T MOBILITY II LLC	379756		INV	08/07/2024	49.95	287310505328
582865	39312	AT&T MOBILITY II LLC	379757		INV	08/07/2024	49.95	287310505328
582866	39312	AT&T MOBILITY II LLC	379758		INV	08/07/2024	7.82	287310505328
582867	39312	AT&T MOBILITY II LLC	379759		INV	08/07/2024	1,456.34	287290411730
582868	39312	AT&T MOBILITY II LLC	379760		INV	08/07/2024	397.26	287290411730
582869	39312	AT&T MOBILITY II LLC	379761		INV	08/07/2024	50.96	287293643619
582870	39312	AT&T MOBILITY II LLC	379762		INV	08/07/2024	44.35	287293643619
582871	39312	AT&T MOBILITY II LLC	379763		INV	08/07/2024	47.14	287293643619
582872	39312	AT&T MOBILITY II LLC	379764		INV	08/07/2024	341.31	287293643619
582873	39312	AT&T MOBILITY II LLC	379765		INV	08/07/2024	415.14	287293643619
582874	39312	AT&T MOBILITY II LLC	379766		INV	08/07/2024	339.48	287293643619
582875	39312	AT&T MOBILITY II LLC	379767		INV	08/07/2024	407.61	287293643619
582876	39312	AT&T MOBILITY II LLC	379768		INV	08/07/2024	90.15	287293643619
582877	39312	AT&T MOBILITY II LLC	379769		INV	08/07/2024	472.43	287275121217

CITY OF GULFPORT

ACCOUNTS PAYABLE WARRANT REPORT

Warrant List by Voucher

WARRANT: 08072024 08/07/2024

VOUCHER	VENDOR	DOCUMENT	PO	TYPE	DUE DATE	AMOUNT	COMMENT
					WARRANT TOTAL	3,044,638.17	

Revised Date: February 2014

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Gulfport (hereinafter referred to as Customer), and SMBM of Gulfport (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor: SMBM of Gulfport	For the Customer: City of Gulfport
Name Travis Cuevas	Name Billy Hewes
Title General Manager	Title Mayor
Address PO Box 697, Gpt, MS	Address PO Box 1780, Gpt. MS
City, State, & Zip Code 39502	City, State, & Zip Code 39502

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 3rd day of July, 2024.

Vendor: SMBM of Gpt

By: Travis Cuevas
Authorized Signature

Printed Name: Travis Cuevas

Title: General Manager

Witness my signature this the 3rd day of July, 2024.

Customer: City of Gulfport

By: _____
Authorized Signature

Printed Name: Billy Hewes

Title: Mayor

Revised Date: February 2014

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: SMBM of Gulfport

Customer Agency Name: City of Gulfport

Bill to Address: P O Box 1780
Gulfport, MS 39502

Ship to Address: Clerk of Council

Description of Equipment, Software, or Services	Price
Sharp MX-C304W Color Copier	40.00 per month

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 24
Start Date: 7/1/2024
End Date: 7/1/2026

Modifications: _____

Vendor Signature

Customer Signature

Service Agreement

The following service agreement is between, Universal Concepts and Gulfport Harbor Lights, and will consist of the following:

Installation services:

RGB Trees

- Locate the proper placement and layout of all 19 RGB trees in the Lighthouse circle at Jones Park.

- Load all the RGB tree frames and STAR tree toppers from the warehouse located at 424 34th St. and transport them all to Jones Park to prepare for installation.

- Using the provided U bolts, they are to assemble and erect the tree frames and safely secure them to the ground at two points with stakes and metal cable wire.

- Load and haul the totes of RGB light strands, that are located at the warehouse at 1535 29th Ave. and transport them to Jones Park. Install all the string lights to their respective tree frames.

- Install STAR tree toppers to their respective trees and make all electrical connections.

- Layout all NDBs (Network Data Boxes) under each tree and place them on top of cinder blocks and make all necessary electrical and programming connections. Cinder blocks will be provided.

RGB Arches

- Load up all arch frame pairs from the Harbor Lights warehouse at 1535 29th Ave. and transport them to the lighthouse circle at Jones Park. They are to be installed over the sidewalk around the RGB trees with 15' spacing between each arch. There are 11 arches

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on the West side, 13 arches on the North side and 13 on the East side of the RGB trees. 37 arches in total.

- Attach RGB pebbles lights to each arch using white electrical tape.

- Safely secure each arch to the ground using the supports and T stakes provided.

- Layout all NDBs (Network Data Boxes) to the inside of the RGB circle, closest to the RGB trees, and make all necessary network and electrical connections. There are 3-4 arches per NDB and they are labeled accordingly.

Lighthouse

- Load up the pre-assembled rails, with RGB light strands attached to them, from the warehouse located at 424 34th Ave., and transport them to Jones Park and attach them to the North, East and West faces of the Lighthouse using lag bolts.

- Secure one NDB (Network Data Box) to each of the three faces (East, North, West) of the lighthouse and make all necessary electrical and network connections.

TAKEDOWN AND REMOVAL SERVICES:

RGB trees

- Remove all the RGB light strands from the tree frames and safely and neatly wrap them up and store them in their respective totes. Transport all the Light totes and return them back to the Harbor Lights warehouse located at 1535 29th Ave.

- Remove all STAR tree toppers and safely transport them back to the warehouse located at 424 34th Ave.

- Disassemble RGB tree frames and organize them per tree alphabetically and transport them back to the warehouse located at 424 34th Ave. Then, store each tree on the North end of the warehouse in its designated area. Areas will be pre-marked accordingly.

- Collect all the hardware (U-bolts and nuts) and separate them into their respective totes. There are both small and large U-bolt assemblies. Totes will be provided.

RGB Arches

- Takedown and transport arches, along with the NDBs, back to the Harbor Lights warehouse at 1535 29th Ave. Store them back in their designated area.

Lighthouse

- Remove the pre-assembled rails from the lighthouse and safely roll each strand and secure them with a zip tie to keep them in place and from dragging on the ground.

Required by Universal Concepts:

- A large trailer for hauling all the frames and other RGB components.
- All necessary tools needed for assembling the frames and attaching STAR tree toppers
- All fuel needed for the manlift

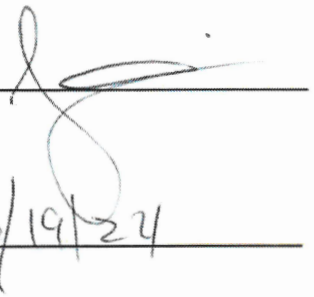
Provided by Gulfport Harbor Lights:

- The manlift needed for assembling the RGB trees, RGB arches and for attaching RGB strand lights to the lighthouse. And all other necessary supplies and materials needed.

The parties involved hereby agree to the terms and conditions set forth in this agreement and such is demonstrated by their signatures below:

SERVICE PROVIDER

Name: Gregory F. Falwood

Signature: 

Date: 6/19/24

CLIENT

Name: Billy Hewes

Signature:

Date: 7-3-2024

UNIVERSAL CONCEPTS

www.christmasdecorandmore.com

Estimate

P.O. BOX 56 CUMMING, GA 30028

ADDRESS
CITY OF GULFPORT ACCOUNT PAYABLE P.O. BOX 1780 GULFPORT, MS 39502

SHIP TO
CITY OF GULFPORT JONES PARK DELIVERY GULFPORT, MS 39502

ESTIMATE #	DATE	EXPIRATION DATE
12350	03/14/2024	04/16/2024

ACTIVITY	QTY	RATE	AMOUNT
INSTALLATION PROFESSIONAL INSTALLATION OF CUSTOMERS EXISTING -19 RGB TREES -36 RGB ARCHES -RGB OVERLAY FOR LIGHTHOUSE *INSTALLATION PRICE INCLUDES UNIVERSAL CONCEPTS LOADING ALL PRODUCT FROM CUSTOMERS WAREHOUSE AND DELIVERING TO JOBSITE	1	67,200.00	67,200.00
TAKEDOWN PROFESSIONAL STRIKE OF CUSTOMERS EXISTING -19 RGB TREES -36 RGB ARCHES -RGB OVERLAY FOR LIGHTHOUSE *STRIKE PRICE INCLUDES UNIVERSAL CONCEPTS LOADING ALL PRODUCT FROM JOBSITE AND DELIVERING TO CUSTOMERS WAREHOUSE *ALL HARDWARE NEEDED FOR INSTALLATION TO BE SUPPLIED BY GULFPORT HARBOR LIGHTS *INSTALLATION AND STRIKE DO NOT INCLUDE RENTAL EQUIPMENT (WILL BE BILLED AFTER COMPLETION OF PROJECT)	1	44,800.00	44,800.00

NOTE: QUOTE IS GOOD FOR 30 DAYS

TOTAL **$112,000.00**

IF YOU APPROVE THIS ESTIMATE, PLEASE SIGN AND SEND BACK.
THANK YOU.

www.christmasdecoandmore.com 800.522.0718

FAX 770.844.9972 sales@universalconcepts.info

Order Form and Master Terms & Conditions

BILLING INFORMATION			
Customer Name		**Sales Representative**	**Proposal Reference**
CITY OF GULFPORT		Jeremy Luke	Q-439662
Billing Address		**Tax ID**	**Contract ID**
PO BOX 1780		646000413	
City, State	**Zip Code**	**Billing Contact Phone**	
GULFPORT, MS	39502	2285746238	
Billing Contact Name		**Billing Contact E-mail**	
Stephen Newell		snewell@gulfport-ms.gov	
Technical Contact		**Technical Contact Phone**	
Stephen Newell		2285746238	
Technical Contact Email			
snewell@gulfport-ms.gov			

It has been explained to me and I understand that the prices listed on Exhibit A of this Order Form (the "Agreement") and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges.

This Order Form (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC"), the Master Service Level Agreement ("MSLA"), and all applicable Service Level Agreements, each of which are located at https://www.cspire.com/business, (ii) applies only to the Services or Products covered by this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement.

This Order Form, the MTC, MSLA, Service agreements(s), and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC. and Troy Cablevision, Inc.

07022024-18

Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

By signing below, I acknowledge that I have read, agree to, and accept the information listed above, below, and attached or incorporated herewith, including the terms and conditions stated herein and as referenced in the links provided herein.

PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT			
NAME (1)	**PHONE (1)**	**NAME (2)**	**PHONE (2)**
Stephen Newell	228.574.6238	Allison Stachura	228.868.5734
NAME (3)	**PHONE (3)**	**NAME (4)**	**PHONE (4)**
Jeremy Bennett	228.868.5734	Jessica Versiga	228.868.5705

Service Term	Term Acknowledgement (Initial)
36	

Service term is not applicable to Unbundled Software as defined in Section 2.2 of the Software Resale Service Agreement, found at www.cspire.com/office365, and the term shall be as outlined in section 1.3 of that same agreement.

Client Authorized Signature	Date
	7-3-2024
Client Name	**Client Title**
Billy Hewes	Mayor, City of Gulfport

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Exhibit A – Product and Services

2220 15TH ST, GULFPORT, MS 39501							
Item	**Description**	**Service Type**	**Quantity**	**Billing Frequency**	**Monthly Per Unit**	**Monthly Cost**	**Upfront**
Direct Internet Access	Direct Internet Access 5 Gbps	New	1	Monthly	$2,550.00	$2,550.00	$0.00
					Location Totals:	$2,550.00	$0.00

Summary		
Location	**Monthly Cost**	**Total Upfront**
2220 15TH ST, GULFPORT, MS 39501	$2,550.00	$0.00

Monthly Billing Frequency Summary	
Location	**Total**
2220 15TH ST, GULFPORT, MS 39501	$2,550.00
Monthly Total:	$2,550.00

All Locations Totals	Monthly Cost	Total Upfront
	$2,550.00	$0.00

Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

Pricing valid for 30 days from date of proposal. Taxes and fees not included. Cable drops, if required, can be quoted as an additional engagement.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

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MASTER TERMS AND CONDITIONS (FOR STATE AND LOCAL GOVERNMENT ENTITIES)

These Master Terms and Conditions for state and local government entities ("Terms and Conditions") govern the provision of Services and Products by TekLinks, Inc. dba C Spire Business ("Company") to the customer ("Customer") named on a services quote, statement of work, or purchase order (each, an "Order") that incorporates these Terms and Conditions by reference and is signed by Customer. Each Order, these Terms and Conditions, the Master Service Level Agreement ("Master SLA"), any specific Service Level Agreement ("Service Level Agreement"), if applicable (all of which can be found at https://www.cspire.com/cms/business/resources/agreements-policies/), and any other writing that by its terms is intended to be made a part of any such Order (collectively, this "Agreement") collectively shall constitute an independent and separate contract between the parties for the services ("Services") and the software, hardware and equipment (collectively, "Products") specified therein. Services may include telecommunications services, managed information technology ("IT") services, remote back up, Internet, hosting, infrastructure supply and support, consulting, or other services set forth in a signed Order. Products may include software or equipment developed by a party other than Company or in which any third party has intellectual property or other ownership rights ("Third-Party Software" or "Third-Party Equipment" as applicable), or other products manufactured or developed by parties other than Company, that are provided by Company as a reseller or sub-licensor. Company agrees to provide, and Customer agrees to purchase, the Services and Products described on the Order at the price, for the term, and on the other terms and conditions set forth herein and therein. This Agreement shall be effective and binding at the time of Company's acceptance of the Order and shall be deemed dated the date accepted by Company, as indicated on the Order.

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1. TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES AND PRODUCTS.

1.1 TERM OF SERVICE. Services shall commence on the service commencement date ("Service Commencement Date"), which shall be the later of the estimated Service Commencement Date set forth in the Order or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated in the Order (the "Service Term"). Unless the Services consist of one-time implementation or consulting Services (collectively, "Professional Services"), following the

expiration of the Service Term, this Agreement shall automatically renew on a month-to-month basis (each a "Renewal Term" and collectively with the Service Term, the "Term"), unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the initial Service Term or unless the parties agree in writing to extend or renew the Agreement for a longer term. The parties acknowledge and agree that the estimated Service Commencement Date is an estimate only and that Company shall not be liable to Customer in any way for failure to commence the Service on or before such date.

1.2 FEES AND CHARGES. (a) Recurring Charges. Except as otherwise provided in any Applicable Tariff (as defined below) or the Order, the monthly recurring charge for each Service provided by Company during the Service Term shall be that charge stated on the Order, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's then standard charge for the same or similar services ("Monthly Service Charge"). Company shall invoice Customer for Services on a monthly basis for the Monthly Service Charge, and Customer's payment for each invoice shall be received by Company within forty-five (45) days of the invoice date ("Due Date"). The first Monthly Service Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. (b) Non-Recurring Fees. Except as expressly set forth to the contrary in an Order, all non-recurring charges for Professional Services and Products ("Non-Recurring Fees," and collectively with Monthly Service charges, "Fees") stated on the Order shall be due on the Due Date set forth in the Order, and any non-recurring installation charges stated on the Order shall be due on the Due Date of the first invoice. (c) Pass-Through Expenses. Unless an Order provides for a fixed cost, in addition to the Fees provided in the Order, Customer shall reimburse Company for its reasonable and documented out-of-pocket expenses, including without limitation, travel expenses, lodging, meals, shipping or other similar expenses, incurred by Company in performing the Services or providing the Products ("Expenses"). Any such Expenses will be billed at cost, invoiced monthly and paid as provided herein and in the Order. (d) Usage Fees. If Fees due under this Agreement are based on the number of users, volume of use, or other usage metrics, Company may, upon ten (10) days' advance written notice to Customer, audit Customer's use of the Services and increase billing for any and all usage-based fees to the extent, but only to the extent that thereupon Customer's fees paid match the level of use of the Services. Notwithstanding the foregoing, in no event will Customer's Fees for Services at any time fall below any minimums set forth in the Order. (e) Moves; Termination Fees. If Customer terminates a Service before the expiration of the Service Term due to a change of Customer's location, then Customer shall pay any applicable Termination Fees (as defined in Section 1.13(c)) in accordance with this Agreement. Notwithstanding the foregoing, however, and except for construction and equipment costs to deliver a custom-designed and engineered circuit(s) for fiber internet to Customer's facility, Company will waive the Termination Fees if Customer purchases another Service from Company for its new location that is of the same or greater value and subscribes to a new minimum contracted Service Term of at least twelve (12) months. (f) Missed Appointment Fees. If Company schedules an appointment with Customer to deliver or install Products or Services, Customer or its authorized representative must be available at Customer's location for the scheduled appointment date and time to grant Company access or to accept delivery of the Products or Services, or to work with Company's technician to activate Service. If Customer fails to have an authorized representative available at the scheduled appointment time, Company's technician will attempt to contact Customer or its authorized representative by phone for up to fifteen (15) minutes after which time the appointment may be rescheduled. Company reserves the right to charge Customer a reasonable appointment rescheduling fee. Such appointment rescheduling fee must be paid before the appointment is rescheduled.

1.3 PAYMENT METHODS. Company will accept payments from Customer using any of the following payment methods: (a) check mailed to Company at the payment address set forth in the Order, (b) Electronic Funds Transfer ("EFT") using the CTX (Corporate Trade Exchange) format, and (c) VISA, MasterCard, and American Express, subject to a 3% convenience fee.

1.4 APPLICABLE TARIFFS. For certain telecommunications Services, this Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to certain telecommunications Services covered by this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), are incorporated herein by reference. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs. Company is a Competitive Local Exchange provider. Analog lines purchased from Company are subject to the applicable state tariffs. Company may, as a billing convenience to Customer, acquire and invoice to Customer analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to Customer to support consolidated billing for Customer's convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to Customer.

1.5 LATE FEES; SUSPENSION OF SERVICE. (a) Late Fees. If any invoice for Products or Services is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law ("Late Fee"). (b) Suspension of Service. If Customer fails to pay all amounts owed to Company under an Agreement when due, then upon at least ten (10) business days' prior written notice to Customer, and in addition to any other remedies available at law or in equity, Company may suspend Services under an Agreement until full payment is made. Company further reserves the right to retain any Customer Equipment stored in any Company facilities as part of rendered Services until full payment is made. Customer shall pay a reasonable reactivation fee for Service restoration, to be determined by Company. Company's right to suspend Services and retain Customer Equipment under this Section is in addition to Company's right to terminate an Agreement for non-payment.

1.6 EQUIPMENT. (a) Equipment. Company equipment located at Customer's premises and either leased from or furnished by Company ("Company Equipment") remains the property of Company. Customer agrees to maintain all Company Equipment located at Customer's premises in a reasonable operational environment, including without limitation the provision of reasonable lighting, HVAC, security, custodial services, and all minimum requirements set forth in any applicable Order. Customer shall not allow any lien or encumbrance to be placed on any Company Equipment at any time and shall maintain any Company identification tags or other markings placed on the Company Equipment by Company. (b) Ownership and Risk of Loss. Customer bears all risk of loss of, theft of, casualty or damage to the Company Equipment and any equipment purchased by Customer from Company ("Customer Equipment"), from the time it is shipped or delivered to Customer's location and, with respect to Company Equipment, until recovered by or returned to Company. If any Company Equipment is damaged or defaced while at Customer's premises, or is returned to Company damaged or defaced, Customer will be responsible for repair or replacement fees for the damaged or defaced Company Equipment. If any such Company Equipment cannot be recovered from Customer's premises or returned by Customer to Company at the end of the Term, then Customer will pay Company its cost of purchasing the Company Equipment.

1.7 TAMPERING WITH CONFIGURED EQUIPMENT. The Company Equipment and the equipment purchased by Customer from Company ("Customer Equipment") may be configured exclusively for Customer's use of the Service purchased. Unless expressly authorized by Company, Customer shall not tamper with the Equipment or modify its configuration. Customer agrees not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate the Service should Customer tamper with the Equipment, and in such case, Customer shall be responsible for all outstanding balances due for the Service, unbilled charges under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.8 LAWFUL AND NON-FRAUDULENT USE OF SERVICES. Customer agrees to use the Services only for lawful purposes. Customer will not use the Services for any unlawful, abusive, or fraudulent purpose, including, without limitation, using the Services: (a) in any manner that threatens the integrity, performance or availability of the Service to others; (b) in any manner that avoids Customer's obligation to pay for the Service; (c) for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (ii) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. If Company has reason to believe that Customer, its employees, agents, representatives or anyone using the Services or Products provided to Customer (collectively, "Customer Parties") is using the Service in violation of this Section, abusing the Service or using it fraudulently or unlawfully, Company reserves the right to terminate, suspend or restrict the Service immediately and without advance notice to Company. If Company terminates for such violations, Customer shall be responsible for all outstanding balances due for the Service, unbilled Fees under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.9 USE OUTSIDE UNITED STATES. While Company encourages use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Products are intended for use only in the United States. If Customer removes Products to a country other than the United States and uses the Service from there, Customer does so at Customer's own risk including the risk that such activity violates the laws of the country where Customer does so. Customer is liable for any and all use of the Service and Products by Customer and any Customer Parties and agrees to indemnify and hold harmless Company from any and all liability for any such use. Should removal of Products from the United States violate any export control law or regulation, Customer will be solely liable for such violation and agrees to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that Customer is using the Service from outside the United States, Company reserves the right to terminate the Service immediately and without advance notice, and Customer shall be responsible for all outstanding balances due for the Service, unbilled charges under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.10 NO RESALE OR TRANSFER. Customer is prohibited from reselling or transferring the Services or Products (other than Customer Equipment) to any other person for any purpose, without the express prior written consent of Company. In addition, Customer is prohibited from using the Service or Products for any uses that result in excessive usage inconsistent with normal business usage patterns. If Company determines, in its sole discretion, that Customer is reselling or transferring the Service or Products (other than Customer Equipment), then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred. Customer is liable for any and all reselling or transferring of the Service and Products by Customer and any Customer Parties, and Customer agrees to hold Company harmless from and against any and all liability associated with such use.

1.11 NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious Internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. Company may, among other things and without advance notice, prioritize the usage of the small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to

the evolving nature of Internet, and may be viewed on the Network Management Policy located on https://www.cspire.com/cms/wireless/policies-agreements/, which is incorporated herein by reference.

1.12 INTELLECTUAL PROPERTY RIGHTS. (a) Company Rights. Except for any rights expressly granted herein, the Agreement does not transfer from Company to Customer any right, title or interest in or to any technology, which Company uses to provide the Services ("Company Technology"). All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company, and nothing in this Agreement shall grant Customer the right or license to use any of such Marks. Customer acknowledges that the Services and Marks are the exclusive property of Company. Company or its licensors, as applicable, retain all intellectual property rights in and to all and any part of the Services, Marks and the Company Technology used to provide the Services ("Intellectual Property Rights"). Customer shall not acquire hereunder any right, title, or interest in the Services, except the right to use them in accordance with this Agreement. (b) Customer Rights. Except for any rights expressly granted in this Agreement, this Agreement does not transfer from Customer to Company any right, title or interest in or to any process, system, software, service, or device in which Customer has any Intellectual Property Rights or other ownership or use rights ("Customer Technology"). Except for any rights expressly granted in this Agreement, this Agreement does not transfer to Customer any right, title, or interest in or to any Third-Party Software or Intellectual Property Rights therein, and all right, title, and interest therein remains with the party providing the same, or with the Third-Party Software owner, as appropriate. If Customer decides to use the Service through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, Customer warrants and represents that it possess all required rights, including software and/or firmware licenses, to use the interface device with the Service, and Customer will indemnify and hold harmless Company from and against any and all liabilities arising out of Customer's use of such interface device with the Services. Customer shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the Service Software. (c) Services Software. Where applicable, Company may install certain Third-Party Software and Company Technology on Equipment in Customer's network to deliver Services (collectively, "Services Software"). Company has a license or other rights to allow use of such Services Software to deliver the Services. Company hereby grants to Customer a limited, non-exclusive, non-transferable, personal license to use the Services Software on the Equipment for the Term of this Agreement and strictly in accordance with this Agreement subject to all applicable Third-Party Software license terms and requirements. If Customer decides to use Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, Customer warrants and represents that it possess all required rights, including software and/or firmware licenses, to use the interface device with Services, and Customer will indemnify and hold harmless Company from and against any and all liabilities arising out of Customer's use of such interface device with Services. Customer shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the Service Software. (d) General Knowledge. Customer may obtain Services and Products directly from third parties, and Company may provide services, products, and Company Technology to third parties, without restriction or accounting to the other party. (e) Derivative Works. If Customer, at any time during the Term, provides Company with comments, suggestions or other feedback (collectively, "Feedback"), Company's use of Feedback will not cause any documentation incorporating or derived from such Feedback to be licensed to or otherwise shared with Customer or any third party. If Customer is deemed to own any Feedback, Customer hereby grants to Company a nonexclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide license to use, disclose, modify, reproduce, license, distribute, practice, commercialize, further develop and otherwise freely exploit without restriction or payment of any kind all such Feedback.

1.13 CONFIDENTIALITY; NON-DISCLOSURE; CPNI.

(a) Non-Disclosure Agreement. If the parties have executed a separate Confidentiality and Non-Disclosure Agreement ("NDA"), the terms and provisions of such NDA are incorporated herein by reference, and the parties agree that such NDA sets forth the obligations and responsibilities of the parties with regard to the use, treatment, and disclosure of certain confidential and proprietary information of the parties. If there is a conflict between the terms of the NDA and the terms of an Agreement, the terms of the NDA shall govern and control to the extent of such conflict. The terms of the NDA shall survive the expiration or termination of an Agreement for any reason in accordance with the NDA's terms and conditions. The parties agree to cause any and all of their subcontractors and sub- servicers, if any, to observe the terms and provisions of the NDA as though they were parties thereto, and the parties shall be responsible for any breach of the NDA by or on behalf of their subcontractors or sub-servicers. Notwithstanding the foregoing, should the NDA expire or terminate while an Agreement is still in effect, the terms, conditions, representations, warranties, covenants, and agreements contained in the NDA will nevertheless apply to an Agreement.

(b) Confidential Information. If the parties have not executed a separate NDA, the terms of this Section 1.14(b) through Section 1.14(f), inclusive, will apply. Each party acknowledges that it and its employees, agents, representatives and contractors, and their respective successors and assigns (collectively, "Receiving Party") may be exposed to or acquire information that is proprietary or confidential to the other party ("Disclosing Party") in connection with the performance of this Agreement ("Confidential Information"). The Receiving Party shall hold such Confidential Information in strict confidence and shall not use or disclose any such Confidential Information to any third party other than as required to perform an Agreement. Confidential Information includes, without limitation: (i) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, business or work processes and procedures, instructions, and other data relating to the Disclosing Party's business, services or products, the development, production of any work done specifically for the Customer; (ii) the business plans and financial information of the Disclosing Party, regardless of whether such information would be protected at common law; and (iii) such other information that, due to its nature, the Receiving Party knows or should have known the same was the proprietary or confidential information of the Disclosing Party. Each party will cause any and all persons or entities that have access to Confidential Information by or through such party, including (without limitation) any Receiving Party, to observe and comply with the terms of such party's confidentiality obligations hereunder as if they were parties hereto. Customer's Feedback relating to Services and Company Technology, even if designated as confidential by Customer, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Company, and Company will own and may utilize the same in accordance with Section 1.9. The financial terms of this Agreement that are not otherwise publicly available may not be disclosed to any third party, except to a party's legal or accounting firms or as required by regulators with jurisdiction over Customer's or Company's businesses, without the prior written consent of the Disclosing Party.

(c) Non-Confidential Information. Notwithstanding Section 1.10(b), Confidential Information does not include the following: (i) information that at the time of disclosure is or was, without fault of the Receiving Party, available to the public by publication or otherwise; (ii) information that the Receiving Party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the Disclosing Party; (iii) information received from a third party with the right to transmit same without violation of any confidentiality agreement; and (iv) information that must be disclosed pursuant to court order or by legal or administrative process; provided, however, that if information must be disclosed pursuant to court order or by legal or administrative process, the Receiving Party shall inform the Disclosing Party of such requirement (unless prohibited by law) and shall cooperate with the Disclosing Party in seeking a protective order or other limitation on disclosure.

(d) Nonpublic Personal Information. To the extent that any Confidential Information of Customer obtained by Company is Nonpublic Personal Information (as that term is defined by the Gramm-Leach-Bliley Act ("GLBA")) and Company is a service provider, Company covenants and agrees that it will implement or has implemented security

measures designed to: (i) ensure the security and confidentiality of Nonpublic Personal Information about Customer's employees or consumers served directly or indirectly by or through Customer (each, a "Consumer"); (ii) protect against any anticipated threats or hazards to the security or integrity of such Nonpublic Personal Information; (iii) protect against unauthorized access to or use of such Nonpublic Personal Information that could result in substantial harm or inconvenience to any Consumer; and(iv) ensure proper disposal of such Nonpublic Personal Information. As a service provider, Company will implement written security and disaster recovery plans consistent with industry standards. Company will comply with all applicable laws and regulations regarding the security, handling, use and disclosure of such Nonpublic Personal Information in its role as a service provider. Upon termination of any Agreement pursuant to which Company obtains Nonpublic Personal Information, Company shall delete and erase from Company' systems all such Nonpublic Personal Information relating to this Agreement and shall certify in writing to Customer that all such Nonpublic Personal Information has been deleted and erased in accordance with applicable laws.

(e) HIPAA. The parties shall comply with all federal and state regulations regarding the use and disclosure of Protected Health Information, as that term is defined at 45 C.F.R. § 160.103 ("PHI"), including, but not limited to the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If Company will have access to the PHI of Customer's patients or employees, Company will execute its form Business Associate Agreement in favor of Customer, as a covered entity under HIPAA. Upon termination of any Agreement pursuant to which Company obtains PHI, Company shall delete and erase from Company' systems all such PHI relating to this Agreement and shall certify in writing to Customer that all such PHI has been deleted and erased in accordance with applicable laws.

(f) CPNI. The Federal Communications Commission ("FCC") has established rules related to Customer Proprietary Network Information ("CPNI") as codified in 47 C.F.R. 64.2010. The rules require procedures to verify and authenticate customers before providing access to CPNI, which includes call detail and certain billing information. Company is committed to customer privacy and security of customer information and our privacy practices are described in further detail at cspire.com/privacypolicy.com. Company's authentication and verification practices with respect to CPNI access are similar for our residential and business customers. However, because Company and Customer have executed this contractual business relationship and Customer has access to a Company dedicated representative, pursuant to the FCC's rules, Company may implement different requirements regarding the authentication procedures to be used to verify authorized users prior to providing access to Customer's CPNI. In all cases, this business relationship with Company will reflect Company's long-standing protection of customer account information and our practices of not using or disclosing such information except to provide services or as permitted or required by law. These authentication procedures, which will result in a password selected by a representative of Customer to protect their on-line account, may include, but are not limited to: (1) verification via a PIN code sent to a Customer's mailing address or email address that has been on file with Company for more than 30 days; (2) verification of Customer's email address via multi-factor authentication; and (3) authentication through an authorized administrator of Customer requesting CPNI access for another representative of Customer. In certain situations, Company may verify and authenticate a Customer representative's authority to discuss account information through communications with the person claiming to be the account holder, or based on the personal relationship between the Company representative and the Customer representative.

(g) Press Release. Company may publicly refer to Customer, orally and in writing, as a customer of Company and may refer to the publicly releasable titles of any Order with Customer. Any other reference to Customer by Company may be made only in accordance with this Section. The parties shall consult with each other in preparing any press release, public announcement, case study or other form of release of information concerning an Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither party may issue or cause the publication of any such Press Release without the prior written

consent of the other party. However, nothing herein prohibits either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its named affiliates, in which case the party wishing to make such disclosure will, if practicable under the circumstances, notify the other party of the proposed time of issuance of such Press Release and shall consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance.

1.14 VENDOR TERMS OF USE. Company does not develop or manufacture any Products but is an authorized reseller and sub-licensor of certain Third-Party Software and Third-Party Equipment provided by third-party vendors, manufacturers and developers unrelated to Company (collectively, "Vendors"). All Intellectual Property Rights relating to Products are and shall remain the exclusive property of Vendors or their licensors. Vendor terms and conditions of sale or license may apply to Products provided by Company to Customer under this Agreement, and such Vendor terms and conditions are incorporated herein by reference.

1.15 LIMITED WARRANTIES ON PROFESSIONAL SERVICES. Company warrants and covenants that Professional Services will be performed: (a) in accordance with the terms of the applicable Order, including the location, time, and manner for performing the Services; (b) in a workmanlike manner and in accordance with generally accepted professional practices, using qualified Company Parties; and (c) in accordance with any plans, drawings, or specifications furnished to Company, if any. In the event of a breach of this warranty, as Customer's exclusive remedy, Company will re-perform the defective Professional Services at no charge to Customer within a reasonable time or within the limits of the Master SLA or any applicable Service Level Agreement under an Order.

1.16 DISCLAIMER OF WARRANTIES ON SERVICES. EXCEPT AS EXPRESSLY SET FORTH ABOVE WITH RESPECT TO PROFESSIONAL SERVICES, AND EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED UNDER APPLICABLE LAW, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTIES OR LIMIT ANY DISCLAIMER OF WARRANTIES UNDER THIS AGREEMENT. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. COMPANY DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON COMPANY'S BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

1.17 DISCLAIMER OF WARRANTIES ON PRODUCTS. COMPANY IS NOT THE DEVELOPER OR MANUFACTURER OF ANY EQUIPMENT, HARDWARE, SOFTWARE, SERVICE SOFTWARE OR OTHER PRODUCTS, INCLUDING WITHOUT LIMITATION ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT. UNLESS PROHIBITED UNDER APPLICABLE LAW, CUSTOMER AGREES TO LOOK SOLELY TO THE VENDORS OF PRODUCTS PROVIDED HEREUNDER FOR ANY REMEDY. ALL PRODUCTS ARE BEING MADE AVAILABLE AND PROVIDED TO CUSTOMER ON AN "AS IS" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER BY COMPANY. EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE LAW, COMPANY MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES WITH RESPECT TO PRODUCTS, EXPRESS OR IMPLIED, INCLUDING THE ADEQUACY, AVAILABILITY, STABILITY, UTILITY, INTEGRITY OR QUALITY OF THE PRODUCTS, WHICH WERE MANUFACTURED OR DEVELOPED BY THIRD-PARTY VENDORS, LICENSORS OR SUPPLIERS. UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS

FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. COMPANY DOES NOT WARRANT THAT THIRD-PARTY SOFTWARE OR SERVICE SOFTWARE WILL PERFORM UNINTERRUPTED, ERROR FREE OR VIRUS FREE, NOR DOES COMPANY WARRANT THAT THE SAME WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN INCREASED REVENUES OR PROFITS OF CUSTOMER. COMPANY HAS NO LIABILITY FOR VIOLATION OF LAWS BY CUSTOMER OR OTHER USERS OF PRODUCTS. UNLESS PROHIBITED UNDER APPLICABLE LAW, CUSTOMER HEREBY RELEASES COMPANY FROM ANY AND ALL CLAIMS FOR BREACH OF WARRANTY ARISING OUT OF CUSTOMER'S OR ANY CUSTOMER PARTIES' USE OF PRODUCTS. To the extent allowed by the Vendor of any Products, Company shall pass through to Customer all end-user warranties, indemnities and guarantees relating to the Products, if any, including without limitation any indemnities or warranties regarding infringement claims related to Third-Party Software and Third-Party Equipment. To the extent Company is not permitted to pass such warranties or indemnities through to Customer, Company agrees to enforce such warranties and indemnities, if any, on behalf of Customer at Customer's request and expense.

1.18 LIMITATION OF LIABILITY. UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY'S LIABILITY TO CUSTOMER ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY OR ANY COMPANY PARTIES OR RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING IF APPLICABLE, SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER ARISING OUT OF OR RELATED TO COMPANY'S PERFORMANCE OF THIS AGREEMENT AND SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SERVICE GIVING RISE TO THE CLAIM OF LOSS FOR THE AFFECTED TIME PERIOD. UNLESS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR THIRD-PARTY DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS OF USE OF EQUIPMENT, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. COMPANY AND COMPANY PARTIES AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

COMPANY WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF SERVICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (A) ACTS OR OMISSIONS OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (B) THE EQUIPMENT, NETWORK, OR FACILITY FAILURE; (C) THE EQUIPMENT, NETWORK, OR FACILITY UPGRADE OR MODIFICATION; (D) OUTAGE OF CUSTOMER'S BROADBAND SERVICE PROVIDER; (E) CUSTOMER'S AND CUSTOMER PARTIES' ACTS OR OMISSIONS; OR (F) ANY OTHER CAUSE THAT IS BEYOND COMPANY'S CONTROL INCLUDING, BUT NOT LIMITED TO, FAILURE OF OR DEFECT IN ANY EQUIPMENT OR PRODUCTS, THE INABILITY OF THE SERVICE CONNECTIONS TO BE COMPLETED, OR THE DEGRADATION OF SERVICE QUALITY. WITH RESPECT TO COPPER-BASED INTERNET SERVICES, COPPER-BASED INTERNET RELIES ON COPPER AVAILABILITY FROM A THIRD PARTY. IF COPPER AVAILABILITY FROM A THIRD PARTY SHOULD CEASE, COMPANY RESERVES THE RIGHT TO TERMINATE CUSTOMER'S INTERNET SERVICE BY PROVIDING CUSTOMER SIXTY (60) DAYS WRITTEN NOTICE OF TERMINATION. FURTHERMORE, COMPANY WILL NOT BE LIABLE TO CUSTOMER OR OTHERS FOR ANY DAMAGES ARISING FROM THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION, OR MESSAGE TRANSMITTED OR RECEIVED BY CUSTOMER, ANY CUSTOMER PARTIES OR ANY PERSON USING THE SERVICE OR EQUIPMENT PROVIDED TO CUSTOMER, OR LOSSES RESULTING FROM ANY GOODS OR SERVICE PURCHASED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. ADDITIONAL LIMITATIONS MAY BE OUTLINED IN THE ORDER. THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL BE ON A CUMULATIVE BASIS AND NOT PER INCIDENT.

UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY'S AGGREGATE LIABILLITY FOR: (A) ANY FAILURE OR MISTAKE, (B) ANY CLAIM WITH RESPECT TO COMPANY'S PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR (C) ANY ACT OR OMISSION OF COMPANY HEREUNDER SHALL IN NO WAY EXCEED THE CHARGES FOR THE SERVICE FOR THE AFFECTED TIME PERIOD.

1.19 REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement as set forth in Section 1.20, (b) exercise any other right or remedy which may be available to it under this Agreement and applicable law; and (c) terminate, restrict or suspend any Service and retrieve any Products (other than Company Equipment) from Customer's premises. Customer shall be liable for all fees and other costs and expenses resulting from Customer's default and the exercise of Company's remedies as permitted under applicable statutory law. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights.

TERMINATION. (a) Termination for Cause. Company reserves the right to cancel and terminate Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (i) Customer refuses to furnish information or furnishes false information that is essential for billing, or pertains to Customer's use of the Service and Products; (ii) Customer's Monthly Service Charges exceed established parameters based on Customer's history of usage, which may indicate a likelihood of non-payment or fraud; (iii) Customer has been given notice by Company of any past due Fees and such amount remains unpaid, in whole or in part; (iv) Customer refuses to pay Fees by the Due Date when billed for the Service and Products; (v) Customer uses, or attempts to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use the Service by rearranging, tampering with, or making connections to the Service in an unauthorized manner, or using fraudulent means or devices; (vi) Customer acts in a manner that is threatening, obscene, or harassing to Company personnel; (vii) Customer is insolvent or has a petition in bankruptcy filed against it; (viii) Customer is adjudicated a bankrupt; (ix) Customer makes a general assignment for the benefit of its creditors; (x) Customer has a receiver, trustee or agent appointed with respect to its business or any significant portion thereof; (xi) Customer ceases to do business in any manner that would affect Company's performance under this Agreement; (xii) Customer fails to comply with any applicable laws in connection with its activities under this Agreement; or (xiii) Customer is in breach of any other provision of an Agreement and fails to correct and cure such breach within thirty (30) days after the written notice of such default from Company ("Termination of Cause"). Customer shall have the right to terminate this Agreement if Company is in material default of any provision of this Agreement and fails to correct and cure such breach within thirty (30) days after Customer provides written notice of such default ("Company Default"). (b) Termination Fees. Upon termination of this Agreement for any reason, Customer shall be obligated to pay to Company all Fees and other amounts due up to the effective date of termination ("Outstanding Amounts"). If Fees are calculated on a monthly, quarterly or other periodic basis, then Customer shall be liable for the pro-rata portion thereof up to the effective date of termination. Upon a Termination for Cause by Company, or an early termination by Customer without cause ("Early Termination"), in addition to Outstanding Amounts, Customer also shall be obligated to pay to Company all Fees and other amounts (including any residual amount) for the remainder of the Term that would have been paid had this Agreement not been terminated (such sum being the "Early Termination Fees" or "ETFs"). Upon a termination for a Company Default by Customer, no ETFs will be owed. (c) Effect of Termination. Upon

termination or expiration of this Agreement, Customer will no longer have access to, or be able to use the Service and Products (other than Customer Equipment) except as Customer may require and Company shall allow, acting reasonably and in good faith, to facilitate Customer's move to another service. Upon termination or expiration of this Agreement, Customer is responsible for: (i) making any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in Customer Equipment and provided by Company as part of the Service (collectively, "Service Software") and any Company Equipment located at Customer's location available to Company for uninstallation and return to Company; and (ii) providing Company with access to Customer's location for the purpose of retrieving any Service Software and Company Equipment. Fees owed by Customer to Company for Services and Products shall continue under this Agreement until such time as Customer has notified Company in writing that Customer has made all such Service Software and Company Equipment available for retrieval by Company or has returned the same to Company as required pursuant to an Order. Company will make available to Customer any archive, backup, or copies of data for thirty (30) days after notice of termination, after which time said archive, backup, or copies of data will be deleted from Company systems and irrevocably lost.

1.20 FORCE MAJEURE. Neither party will be liable for any delay or failure in performance under this Agreement due to any cause that is beyond its reasonable control and for which it is without fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, cable cuts, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by such condition, unusually severe weather conditions, fuel or energy shortages, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation common carriers, or other causes beyond a party's reasonable control, whether or not similar to the foregoing (collectively, "Force Majeure Events"). The parties agree that the party whose performance is affected by the Force Majeure Events shall use commercially reasonable efforts to minimize the delay caused by the Force Majeure Events. In the event the delay caused by a Force Majeure Event lasts for a period of more than thirty (30) days, the parties shall negotiate an equitable modification to this Agreement. If the parties are unable to agree upon an equitable modification within fifteen (15) days after such thirty (30) day period has expired, then either party will be entitled to serve thirty (30) days' notice of termination on the other party with respect to this Agreement.

1.21 ASSIGNMENT. This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the prior written consent of Company to such assignment. Any such transfer without such consent of Company is void.

1.22 SITE REVIEW. Provision of Services may be subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect Company's ability to provide Services to the site, or the review may uncover that bandwidth upgrades are necessary to provide Services. In such cases, a new or amended Agreement may be required for Company to provide Services, such Agreement to be approved by both parties.

1.23 GOVERNING LAWEQUITABLE RELIEF. This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the state of the governmental entity Customer without regard to its conflict of laws principles. TO THE EXTENT ALLOWED BY LAW, THE PARTIES WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, EITHER TO JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR TO

ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT OR OTHER PROCEEDING. IF ANY SUIT OR ACTION IS NECESSARY TO ENFORCE OR INTERPRET THE TERMS OF AN AGREEMENT, THE PREVAILING PARTY WILL BE ENTITLED TO REASONABLE ATTORNEYS' FEES AND COSTS AS PERMITTED UNDER APPLICABLE LAW, IN ADDITION TO ANY OTHER RELIEF TO WHICH SUCH PARTY MAY BE ENTITLED. The provisions of this Section shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.24 COMPLIANCE WITH LAWS. Customer agrees to comply with all laws, regulations, and orders relating to this Agreement and the use of the Services and Products. Customer agrees and acknowledges that it is solely responsible for the payment of all license or other fees and other as required by lawfor the Services and Products. This provision shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.25 NO SOLICITATION. During the Term of an Agreement and for a one (1) year period immediately following the termination or expiration of an Agreement, neither party shall, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in, or promote the solicitation of any employee of the other party to leave such employment, or hire or engage such employee; provided, however, that nothing in an Agreement shall prohibit either party from offering employment to or hiring any employee of the other party in response to notices of employment addressed to the general public and not to the other party's employees in particular..

1.26 INDEPENDENT CONTRACTOR; SUBCONTRACTOR. Company will perform all Services solely in Company's capacity as an independent contractor and not as an employee, agent or representative of Customer. Company will not be entitled to any privileges or benefits that Customer may provide to its employees. Company may utilize subcontractors or suppliers to perform all or any portion of the Services or to provide any Products under an Agreement, but Company shall at all times remain primarily liable to Customer under such Agreement. Company may utilize subcontractors or suppliers to perform all or any portion of the Services or to provide any Products under this Agreement, but Company shall at all times remain primarily liable to Customer under this Agreement. If Customer requests Company to utilize a Customer-designated subcontractor or supplier for any of the Services or Products to be provided by Company, Customer shall provide to Company a written request for the same including any information reasonably required by Company and evidence of the insurance coverage required under this Agreement. Company shall have the right, acting in good faith, to accept or reject such Customer-designated subcontractor or supplier. Consent by Company to use a Customer-designated subcontractor or supplier shall not constitute a waiver of any right of Company to reject defective subcontractor Services or Products, and Company shall retain all such rights under itssubcontract.

1.27 WAIVER. No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section, is binding on, or effective against, a party unless expressly set forth in writing and signed by such party's authorized representative. Customer expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance or trade usage. Customer expressly agrees and acknowledges that reliance on any waiver without Company's written consent is unreasonable. Waiver by Company of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach. Company's approval or consent to any action proposed by Customer will not be considered an agreement to the propriety, fitness or usefulness of the proposed action, and will not affect Customer's obligation to strictly comply with this Agreement.

1.28 ENTIRE AGREEMENT. Subject to any Applicable Tariff, this Agreement correctly sets forth the entire agreement between Company and Customer with respect to the Services and Products to be provided by Company

to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control.

1.29 INTERPRETATION OF CONFLICTING TERMS. In the event of a conflict between or among the terms of the components of this Agreement, the following order of precedence shall control: if applicable, an Agreement Addendum, the SLA, the Master SLA, the Service Agreement, these Terms and Conditions, the Order and any other document made a part of the Agreement.

1.30 AMENDMENT. Company reserves the right to modify these Terms and Conditions, the Master SLA, and any specific Service Level Agreement, by posting such changes on its website at https://www.cspire.com/cms/business/resources/agreements-policies/. Company will notify Customer of any material changes in writing. Changes will not apply retroactively but will become effective upon notification. If after receiving notice Customer does not agree to the modifications to the Agreement, Customer and Company will work in good faith to resolve the conflict within thirty (30) days. After which, if the conflict is not resolved to the satisfaction of Company and Customer, Customer may terminate the Agreement with twelve (12) months' written notice to Company of its wish to terminate due to the modification. Notwithstanding anything herein to the contrary, Company will not materially reduce the functionality or service levels applicable to any Service during the then current Term (excluding any Renewal Terms that begin after the date of the change) of the Agreement for such Service without first obtaining Customer's written consent.

1.31 MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Products will be used primarily for commercial purposes and will not be used primarily for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and Products and the rights of Company to take action necessary to remain in compliance with any Applicable Tariff or license, including its right to retake possession of or disable the Services and Equipment, all as more particularly set for herein, shall survive the termination of this Agreement and discontinuation of the Service.

1.32 NOTICES. Except as otherwise provided under an Agreement, all notices, demands, or requests to be given by a party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered (or the date of written refusal to accept delivery) in person, by courier service, by postage prepaid United States certified mail, return receipt requested, or electronic mail or fax with follow up copy by one of the other methods, and addressed to Customer at the address and contact specified in the Order, and if to Company, addressed to the General Manager, with a copy to General Counsel, respectively, as follows:

C Spire Business
Attention: General Manager
1018 Highland Colony Parkway, Suite 500
Ridgeland, MS 39157

C Spire Business
Attention: General Counsel
1018 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

2. SPECIFIC TERMS APPLICABLE TO VOIP SERVICES.

The following additional Terms and Conditions are applicable only to Voice Over IP ("VoIP") Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 2, with respect to VoIP Services only, the Terms and Conditions set forth in this Section 2 shall control.

2.1 911 SERVICES. The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When Customer dials 911 on Customer's phone using Company's VoIP Service, the call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address Customer listed at the time Customer registered for the VoIP Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third-party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition, the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. Customer acknowledges and agrees that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to Customer. Customer further acknowledges and agrees that 911-type services may not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to Customer or any third party for failure to provide 911 services to Customer in the event of the assignment of an area code and phone number to Customer located outside of the exchange area associated with Customer's street address or relocation of the telephone device to a location other than Customer's physical street address as registered with Company.

2.2 PHYSICAL STREET ADDRESS. IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE EQUIPMENT USED TO PROVIDE OR RECEIVE VOIP SERVICES WILL BE LOCATED AT THE TIME CUSTOMER REGISTERS FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating the Service, Customer must provide the actual physical street address where the Equipment will be located, not a post office box, mail drop, or similar address. Customer acknowledges and understands that 911 dialing does not function properly or at all if Customer moves or otherwise changes the physical location of Customer's Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the VoIP Service and 911 to work properly.

2.3 DEPENDENCY. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT 911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE, THE VOIP SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE VOIP SERVICE, INCLUDING FOR 911 DIALING PURPOSES.

2.4 LIMITATIONS ON 911 SERVICE. 911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS SUCH LIMITATIONS AND AGREES TO RELEASECOMPANY AND COMPANY PARTIES, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LOSSES BY, OR ON BEHALF OF, CUSTOMER, CUSTOMER PARTIES, OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING OR INABILITY OF CUSTOMER, CUSTOMER PARTIES OR ANY THIRD PERSON OR PARTY OR

USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM CUSTOMER'S PROVISION TO COMPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, UNLESS PROHIBITED UNDER APPLICABLE LAW, CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

2.5 PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. Customer acknowledges and understands that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that Customer may experience with regard to VoIP Service. Customer is responsible for taking precautions and providing security that best suits Customer's intended use of VoIP Service.

2.6 LOSS OF SERVICE. Customer acknowledges and understands that VoIP Service does not function in the event of a power failure. Customer also acknowledges and understands that VoIP Service require a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of VoIP Service with or by, Customer's Internet service provider ("ISP") and/or broadband provider, VoIP Service will not function, but Customer will continue to be billed for the VoIP Service unless and until you or Company terminate VoIP Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, VoIP Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require Customer to reset or reconfigure the Equipment prior to utilizing VoIP Service. Should Company suspend or terminate VoIP Service, VoIP Service will not function until Company restores VoIP Service (which may require the payment of all invoices and reconnection fees owed by Customer to cure any breach of this Agreement by Customer).

2.7 SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls, and medical monitoring devices, are not compatible with Company's VoIP Service. Fax machines and modems may not be compatible with Company's VoIP Service. SIP trunk voice is not intended for use on elevators and fire alarms. Company does not guarantee that the VoIP Service will operate with other monitoring systems or services, including but not limited to burglar alarms, security, medical or Customer-provided equipment, facilities and services. These services may require Company to resell traditional analog services to support. If Customer chooses to utilize VoIP services for these types of services, Customer must ensure that all alarm services and related signal transmission services are tested to validate that they remain fully operational after installation of VoIP service. By accepting this Agreement, Customer waives any claim against Company for interference with or disruption of such systems due to the VoIP Service.

2.8 EQUIPMENT. Customer understands and acknowledges that, for Company to provide VoIP Services, Customer must have a broadband service connection and VoIP Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at mutually agreed locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not Customer provided VoIP Equipment will work in conjunction with VoIP Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive VoIP Service.

2.9 EXCESSIVE USAGE. If Customer on a specific VoIP Service plan has usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, Customer may be charged an additional fee of $50.00 per month per line.

2.10 PROHIBITED USE. Customer is prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that Customer is reselling or transferring VoIP Service or that Customer's VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, Company reserves the right to immediately terminate VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

2.11 NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. Customer acknowledges and agrees that VoIP Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

3. SPECIFIC TERMS APPLICABLE TO FIREWALL SERVICES.

The following additional Terms and Conditions are applicable only to Firewall Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 3, with respect to Firewall Services only, the Terms and Conditions set forth in this Section 3 shall control.

3.1 DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other customers of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions; (ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; or (iv) support for Firewall Services as described in this Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Agreement.

3.2 FIREWALL SERVICES. Customer may purchase varying types and levels of Firewall Services and charges for Firewall Services will be separately itemized within the Monthly Services Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to Firewall Services, run certain reports, and perform certain administrative tasks in connection with Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

3.3 CUSTOMER OBLIGATIONS. Company will not provide any equipment for Customer's use of Firewall Services other than Firewall Services Equipment. Customer shall be solely responsible for its activities in using Firewall Services, including the activities of Company Parties, employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible for providing Company at Customer's expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should

Customer, Customer Parties, or its employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of Firewall Services caused by such act. Customer understands that it may make a change request to Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

3.4 SUPPORT. Company will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with setting up and configuring Customer's account, and resolving issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday – Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

3.5 DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of Firewall Services Equipment, Customer acknowledges that Firewall Services Equipment may be subject to casualty events and cyberattacks resulting in data loss that are beyond the control of Company. Company does not guarantee the recoverability of any Customer data that is lost for any reason including, but not limited to, cyberattack. Additional fees may apply for recovery of Customer data and Company will work on those requests on a best efforts basis. For more information on collection, retention, and use of Customer information please refer to Company's Privacy Policy at https://www.cspire.com/resources/docs/business/resources/Privacy-Policy, the terms of which are incorporated herein by reference.

3.6 ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of Firewall Services, and the terms of this Agreement.

3.7 DISCLAIMER OF WARRANTIES. UNLESS THE DISCLAIMER OF IMPLIED WARRANTIES IS PROHIBITED UNDER APPLICABLE LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

4. SPECIFIC TERMS APPLICABLE TO MANAGED INFORMATION TECHNOLOGY SERVICES.

The following additional Terms and Conditions are applicable only to managed IT Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement

and the Terms and Conditions set forth in this Section 4, with respect to managed IT Services only, the Terms and Conditions set forth in this Section 4 shall control.

4.1 SERVICE CONDITIONS. (a) Outside Conditions. Customer acknowledges that certain conditions outside of Company's control may adversely impact the ability of Company to perform functions of certain managed IT Services. Examples of such conditions include, without limitation: (i) Customer task, software, scheduled job, or other human intervention, intentional or otherwise, renders portions, complete files, or complete file systems unavailable through the Service; (ii) failure of Customer software, operating systems, or equipment; and (iii) network connectivity issues between Customer devices and Company backup platform, when network connectivity is not provided as part of a Company's Service. (b) Non-Exclusive, Non-Transferable Right. Customer shall have a nonexclusive, non-transferable right to use the managed IT Services solely for Customer's own internal business purposes for the Term and number of users or other applicable managed IT Service metrics specified in this Agreement. (c) Restrictions on Use. Customer will not use, and will not permit others to use, Customer's account to: (i) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; (ii) modify or prepare derivative works relating to the Service; (iii) use the Service (other than for Customer's or a named affiliates' internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; (iv) use the Service in any manner that threatens the integrity, performance or availability of the Service to others; (v) reverse engineer, decompile, or disassemble the Service; or (vi) use the Service to help design a competing or similar service. (d) Service Level Agreements. The service level agreements applicable to a particular Service include those service level and support services terms set forth in the Master SLA and the respective Service Level Agreement identified on the applicable Order. Additional terms and conditions applicable to a Service may be set forth in the respective Service Level Agreement, which will be provided to Customer for its review and approval prior to the provision of any Services by Company. Customer's use of Services will be deemed acceptance of the terms of the Master SLA and Service Level Agreement.

4.2 CUSTOMER RESPONSIBILITIES. (a) Compatibility. It is Customer's responsibility to ensure that any version change planned on Customer's system is compatible with Company's hardware and software. Customer shall be fully responsible for providing to Company at Customer's own expense and in a timely manner, all security credentials necessary for Company to use and access Customer's system in connection with the Service. If Customer's system is not compatible with any Service, the parties will work together in good faith to develop and implement modifications, patches, workarounds, updates, upgrades, and any other commercially reasonably changes necessary or appropriate to achieve such compatibility. If after such efforts to achieve such compatibility have failed, Company shall have the right to terminate the Agreement for such Service with not less than thirty (30) days' written notice to Customer. (b) Software Rights. Customer has title to, or a license or other rights to use, access and modify, and has or will obtain for Company a right or license to use, access or modify, any Customer software or Third-Party Software that Customer has requested Company to use, access or modify as part of the Services. Customer shall indemnify, defend and hold harmless Company and any Company representatives from and against any Losses arising out of resulting from any claim or allegation that Customer does not have such rights, has not obtained such rights for Company, or that Company's provision of Services hereunder using such Customer Software or Third-Party Software infringes any party's right, title to or interest in or to the same. (c) Access to Resources. Customer shall supply Company with access to appropriate personnel, documentation, records, Customer's system and facilities as requested by Company from time to time in order for Company to perform and provide Services. (d) Internet Use. Where Company's Services include Internet access, Customer shall be solely responsible for providing and maintaining all computer equipment, software, cabling and telecommunications services necessary to access Internet Services. (e) On-site Testing. Customer acknowledges that in the event of a support issue, Customer is responsible for on-site cooperative testing with Company's technical support to assist in the diagnosis of the problem. (f) Restrictions on Use. Customer will not use, and will not permit others to use, Customer's account to: (i) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; (ii) modify or

prepare derivative works relating to the Service; (iii) use the Service (other than for Customer's internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; or (iv) use the Service to help design a competing or similar service.

4.3 COMPLIANCE AND CONTROL REQUIREMENTS. Customer is responsible for providing Company with a documented list of compliance and control requirements, if any, that are expected to be outsourced to Company as part of an Agreement (collectively, "Controls"). In cases where all requested Controls cannot be covered, Company will notify Customer in writing. Customer is responsible for notifying Company of any Control evidence or audit assistance requirements. All such requests should be submitted in writing via e-mail and addressed to askus@cspire.com. Company will provide information or assistance within seventy-two (72) hours of Customer's request.

4.4 COMPLAINTS. Customer shall be responsible for promptly notifying Company by email or by telephone, followed up in writing if made by telephone (including email), of any Complaints regarding Services or Company Equipment provided under an Agreement. A "Complaint" is defined as any communication received from Customer specifically addressing a currently provided Service or Company Equipment that is not satisfactory to Customer. All Complaints should be submitted via email or by telephone with a follow up by e-mail if made by telephone, to the Company Account Manager or to our Help Desk at askus@cspire.com. Company will record the Complaint and will use commercially reasonable efforts to resolve the deficiencies in Services or Equipment to Customer's reasonable satisfaction and in accordance with the applicable Service Level Agreement set forth in the applicable Order.

4.5 SECURITY AUDITS. (a) Company Audits. Company will employ industry best security measures, policies and procedures in its standard operating procedures and in the delivery of Services. Company will test, monitor and audit, and have periodic third-party audits, of these security measures, policies and procedures. Company will make the results of such audits available to Customer for review within three (3) business days following Customer's written request. Customer may request a copy of an audit report, and Company will provide the same without additional cost (other than reasonable reimbursement for photocopying expenses). (b) Customer Audits. Company acknowledges that Customer may be required to or may desire to confirm Company' audit results through a third-party auditor retained by Customer. Customer may engage a third-party auditor to audit Customer's computing environment at a Company data center and Company shall provide access to its data center to such third-party auditor within three (3) business days after Customer's advance written notice to Company. Such audit will be conducted on a mutually acceptable date during Company' normal business hours, and, unless the audit reveals material inadequacies in Company security measures, policies and procedures or unless required by any regulatory authority having jurisdiction over Customer, Customer will not have the right to audit more than once per year. The third-party auditor will take all commercially reasonable steps necessary to minimize interference with Company' business and will provide Company with a copy of any written audit report. Company shall have the right to approve any third-party auditors, and will not unreasonably withhold, delay or condition such approval, provided that no third-party auditor that is a competitor or that has Affiliates that are competitors of Company will be allowed to conduct an audit at Company' data centers. The scope of such audits must be limited to the Customer network and may not include any shared environments that may affect other customers of Company. Customer will pay all costs of any audits conducted by its third-party auditor. If the audit reveals material inadequacies in Company' security measures, policies and procedures, and Company agrees with the audit report, Company will work with Customer to remediate or mitigate such inadequacies in accordance with the terms of any applicable Service Level Agreement.

5. SPECIFIC TERMS APPLICABLE TO SOFTWARE AND SECURE OFFICE SERVICES.

The following additional Terms and Conditions are applicable only to software and secure office Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of

this Agreement and the Terms and Conditions set forth in this Section 5, with respect to software and secure office Services only, the Terms and Conditions set forth in this Section 5 shall control.

5.1 CUSTOMER ACKNOWLEDGEMENT. With respect to Customer's use of Microsoft Office 365, Customer acknowledges through execution of this Agreement that Customer has read, understands, and agrees to terms, restrictions, and obligations as set forth in the SOFTWARE RESALE SERVICE AGREEMENT posted to https://www.cspire.com/resources/docs/SoftwareResellServiceAgreement.pdf.

6. SPECIFIC TERMS APPLICABLE TO PRODUCTS.

The following additional Terms and Conditions are applicable only to Products purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 6, with respect to Products only, the Terms and Conditions set forth in this Section 6 shall control.

6.1 QUOTATIONS. Where this Agreement is used by Company to place a bid, the quotation stated herein is for prompt acceptance, and Company may change and/or withdraw without notice. Customer's prompt acceptance of all quotations is a material term of the bid and any subsequent Agreement. In cases where freight allowance is included in the quotation, Customer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Customer's shipping instructions.

6.2 DELIVERY. All prices are F.O.B. Vendor's plant, unless otherwise specified by Company in the Order. All shipping dates are approximate, and any time period indicated for a shipment shall not commence until receipt at Vendor's office of the purchase order. Acceptance of shipment by designated shipper, allocation of Products to Customer at premises other than Company's, delivery to Customer's representative or designee, or mailing of an invoice to Customer, whichever first occurs, shall constitute tender of delivery. Upon tender of delivery, title shall pass to Customer, subject to Company's right of stoppage in transit and to any interest of Company reserved to secure Customer's payment or performance, irrespective of any freight allowance or prepayment of freight. Products held subject to Customer's instructions, Products for which Customer has failed to supply shipping instructions, or in any case where Company, in its sole discretion, determines any part of Products should be held for Customer's account, Company may invoice for Products and Customer agrees to make payment at the maturity of the invoice rendered. Products invoiced and held at any location for whatever reason shall be at Customer's risk and Company may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries shall be accepted by Customer and paid for at contract prices and terms. When Customer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Company may, at its option, give notice in writing to Customer that Company is ready and willing to deliver and such notice shall constitute a valid tender of delivery. In the absence of directions, Products will be delivered by the method and via carrier Company believes dependable. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Customer will furnish and pay for necessary labor to unload and store Products. Customer must report any shortages within three (3) days of receipt of the initial shipment, or claims will be waived.

6.3 LOSS OR DAMAGE IN TRANSIT. In no event shall Customer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Customer, Company, at its sole discretion, may agree as a service to Customer to process Customer's claim against the carrier for any loss or damage in transit, provided that such claim is received by Company within five (5) days after the receipt of Products. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted. Customer shall note loss or damage on truck shipments upon delivery ticket returned to Company, or such claims shall be waived.

6.4 PARTIAL SHIPMENTS; PARTIAL PAYMENT. Company may make partial shipments of Products and payment for that portion will be due as provided on Company's Order or invoice document based on time of shipment.

6.5 CANCELLATION; CHANGES; RETURNS. In the event of a proper cancellation, change or return request from Customer under this Agreement, Company may, at its option: (a) charge Customer for any costs Company incurred prior to or as a result of such cancellation, change or return; (b) revise its prices and delivery dates to reflect such change; and (c) accept returned Products for credit if, in Company's sole discretion, it finds such Products to be standard stock and in good condition. The credit will be, in Company's sole discretion, either the invoice price less a percentage to be determined by Company, along with shipping and handling charges to be determined by Company. All returned Products must be securely packed by Customer to ensure that returned Products are not damaged during shipment.

6.6 DELAY IN OR PREVENTION OF PERFORMANCE. If there is a delay in delivery or prevention of performance caused by any Force Majeure Event, Company will have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price of Products to reflect increases occasioned by such Force Majeure Event. Customer's acceptance of any Products will constitute Customer's waiver of any claim for damages on account of any delay in delivery of such Products. If delivery is delayed or interrupted by Force Majeure, Company may store the Products at Customer's expense and risk and charge Customer a reasonable storage rate. If Company is delayed because it is awaiting Customer's approval or acceptance of designs, drawings, prints or engineering or technical data, or is awaiting Customer's approval or acceptance of Products, Company will be entitled to an adjustment in price commensurate with any increase in Company's production costs and any other losses and expenses incurred by Company attributable to such delays.

6.7 DEFERRED DELIVERY. If Customer requests a deferred delivery on any Order and Company approves in writing, Company may charge Customer for the completed portion of the Order and warehouse all other Products at Customer's expense and risk of loss. As to any uncompleted portion of an Order, Company may, at its option, cancel said uncompleted portion in accordance with Section 6.5 above or revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

6.8 SECURITY INTEREST. To secure Customer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Customer to Company under this Agreement, Customer hereby grants Company a first-priority security interest, prior to all other liens and encumbrances, in all Products purchased under this Agreement, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Customer acknowledges that the security interest granted under this Section 6.8 is a purchase-money security interest under the Uniform Commercial Code of the State of Mississippi. Company may file a financing statement for the security interest and Customer shall execute any statements or other documentation, if necessary, to perfect Company's security interest in Products. Customer also authorizes Company to execute, on Customer's behalf, statements or other documentation, if necessary, to perfect Company's security interest in Products. Company is entitled to all applicable rights and remedies of a secured party under applicable law.

6.9 CREDIT RISK ON RESALE TO END USERS. If Customer purchases Products for resale to end-users, Customer is responsible for all credit risks regarding, and for collecting payment for, all Products sold to third parties. The inability of Customer to collect the purchase price for any Products so resold does not affect Customer's obligation to pay Company for any Products on the terms set forth herein.

6.10 LIMITATION OF LIABILITY. UNLESS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL COMPANY BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF PRODUCTS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, DOWNTIME OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. COMPANY WILL NOT BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM CUSTOMER'S NEGLIGENCE. UNLESS PROHIBITED UNDER APPLICABLE LAW, NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, MAY BE BROUGHT AGAINST COMPANY MORE THAN TWELVE (12) MONTHS AFTER DELIVERY OF PRODUCTS TO CUSTOMER.

7. SPECIFIC TERMS APPLICABLE TO CIRCUIT INSTALLATION FOR INTERNET/ VOIP SERVICES.

The following additional Terms and Conditions are applicable only to the installation of circuits for Internet or VoIP services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 7, with respect to circuits and their installation, the Terms and Conditions set forth in this Section 7 shall control.

7.1 CIRCUIT INSTALLATION. Company is building a custom-designed and engineered circuit to provide high speed fiber optic internet and/or Voice over Internet Protocol (VoIP) service to Customer's business. Installation and deployment costs to deliver Company fiber internet are significant and based on the completion of the tasks bulleted below. The deployment estimates below are only approximate, impacted by several variables, and cannot be guaranteed for a specific service delivery date.

7.2 STANDARD DEPLOYMENT STEPS – VOICE ONLY SERVICE.

- Estimated Deployment Timeline - 45 days from order acceptance by Company. Customer must have confirmation of acceptable internet service and bandwidth required.
- Site Survey – A Company technician will schedule a visit to determine wiring, call flow, phone numbers and verify acceptable internet bandwidth to support VoIP service.
- Customer Premise Equipment Configuration – Design and build routers and switches for installation.
- Phone Installation – A scheduled day to install phones and other needed equipment.
- Phone Number Port – Moving phone numbers from current carrier to Company. Porting is estimated to complete approximately 5 -10 business days after the new Company phones are installed.

7.3 STANDARD DEPLOYMENT STEPS – INTERNET VIA FIBER OPTIC CABLE.

- Estimated Internet Fiber Deployment Date - 90 calendar days from order acceptance by Company.
- Estimated Voice Services Deployment – 15 - 25 days after Internet installation (see steps above).
- Field Survey – An engineer will determine the best route to Customer premise and determine verification of conduit, easements, right of ways, etc.
- Engineering Drawings – CAD drawings for construction and permit application with city, county, DOT, etc.
- Permitting – Working with agencies to approve construction.
- Construction – Trench or bore fiber optic cable.
- Fiber Splice – Connectivity of fiber to Company's network/Customer premise.
- Engineering/Field Services – Program and deploy electronics for service.

7.4 ADDITIONAL CIRCUMSTANCES THAT MAY CAUSE DELAY TO DEPLOYMENT.

- Delay by governing city/state organizations for permit approval.

- Obtaining required permits to cross rivers or railroad tracks (up to 1 year).
- Obtaining required permits to cross federal interstate routes.
- Delays due to long periods of bad weather delaying physical construction.

7.5 EQUIPMENT AND CONSTRUCTION COSTS - PAYMENT. In reliance upon Customer's agreement to receive fiber services, Company will expend considerable capital expense to commence deployment to your business. Customer acknowledges that the construction and equipment cost to deliver Company fiber internet/VoIP service to Customer's business is significant, and Customer agrees to begin paying for such cost through regular monthly billing within 60 days after installation is complete. Otherwise, full payment for the construction and equipment portion of the total payment to be made during the Term will be due within 60 days of installation (but Customer's monthly recurring cost for Service will be lowered accordingly).

7.6 BUSINESS RELOCATION; BUSINESS SALE; TERMINATION OF SERVICES.

- This is a custom-designed and engineered Service for the sole use of the business named in the Order at the specific business address at the time of installation.
- Customer must complete the full Service Term, otherwise Customer will be subject to Early Termination Fees (ETFs).
- The relocation, sale or closure of the business for the location in which the Service is delivered will result in Early Termination Fees (ETFs) unless the Service is otherwise assigned, with the permission of Company, to a new business entity willing to assume a new contract for Service at said location.
- Since this is a custom-designed and engineered Service to a specific location, it cannot be moved or relocated to a new address without the full process of the initial installation as described above being completed and a new corresponding Service Agreement being entered into by Customer.

8. SPECIFIC TERMS APPLICABLE TO PROFESSIONAL SERVICES.

The following additional Terms and Conditions are applicable only to Professional Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 8, with respect to Professional Services only, the Terms and Conditions set forth in this Section 8 shall control.

8.1 DEFINED TERMS. "Deliverables" means all documents, work product, and other materials that are delivered to Customer hereunder or prepared by or on behalf of Company in the course of performing the Professional Services, including any items identified as such in an Order. "Milestone" means an event or task described in an Order which shall be completed by the relevant date set forth in the Order. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports and specifications, provided by or used by Company in connection with performing the Professional Services, in each case developed or acquired by the Company prior to the commencement or independently of this Agreement.

8.2 PERFORMANCE OF PROFESSIONAL SERVICES. The Company is not required to perform the Professional Services during a fixed hourly or daily time. If the Professional Services are performed at the Customer's premises, the Company's time spent at the Customer's premises will be within the Company's sole discretion, subject to the Customer's normal business hours and security requirements. The Company shall not be required to devote the Company's full time nor the full time of the Company's staff to the performance of the Professional Services. Except to the extent that the Company's work must be performed on or with Customer's equipment, systems, cabling, software, or facilities, all materials used in providing the Professional Services shall be provided by the Company.

8.3 COMPANY'S OBLIGATIONS. Company shall: (a) before the date on which Professional Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Professional Services; (b)comply with, and ensure that all Company personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; (c) maintain complete and accurate records relating to the provision of the Professional Services under this Agreement. During the Term, upon Customer's written request, Company shall allow Customer or Customer's representative to inspect and make copies of such records; provided that any such inspection shall take place during regular business hours no more than once per year and Customer provides Company with at least ten (10) business days' advance written notice; and (d) require all subcontractors to be bound by the confidentiality and intellectual property assignment or license provisions of this Agreement.

8.4 CUSTOMER'S OBLIGATIONS. Customer shall: (a) cooperate with Company in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "Customer Representative"); (b) provide such access to Customer's premises, and such office accommodations and other facilities as may reasonably be requested by Company, for the purposes of performing the Professional Services; (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform Professional Services in accordance with the requirements of this Agreement; and (d) provide such information and access to Customer personnel as Company may request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and (e) obtain and maintain all necessary licenses and consents and comply with all applicable law in relation to the Professional Services before the date on which the Professional Services are to start. If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, Customer personnel, or Customer's agents, subcontractors or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8.5 TERMINATION. In addition to the termination rights and obligations set forth in Section 1, either Party, in its sole discretion, may terminate this Agreement for Professional Services, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party. Upon expiration or termination of this Agreement for any reason: (a) Company shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid and all materials delivered by Customer to Company; and (ii) promptly remove any Company equipment located at Customer's premises, and (b) Customer shall promptly pay to Company all amounts for Professional Services rendered to Customer. Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information; (ii) permanently erase all of the other party's Confidential Information from its computer systems; and (iii) certify in writing to the other party that it has complied with the requirements of this clause; provided, however, that Customer may retain copies of any Confidential Information, including Pre-Existing Materials, of Company solely to the extent necessary to allow it to make use of the Professional Services and any Deliverables.

8.6 ADDITIONAL PAYMENT TERMS. (a) Time and Material Basis. Where Professional Services are provided on a time and materials basis: (i) the fees payable for the Professional Services shall be calculated in accordance with Company's hourly fee rates for the Company personnel set forth in the Order; and (ii) Company shall issue invoices to Customer monthly for its Fees for time for the immediately preceding month. (b) Fixed Fee Basis. Where

Professional Services are provided for a fixed price, the total Fees for the Professional Services shall be the amount set out in the Order. The total price shall be paid to Company in installments, as set out in the Order, and, where conditioned on the achievement of any Milestone, upon the occurrence of such Milestone. At the end of a period specified in the Order in respect of which an installment is due, Company shall issue invoices to Customer for the Fees that are then payable.

END OF MASTER TERMS AND CONDITIONS

c spire business

CSpire Authorized Signature	Date
	7-3-2024
CSpire Authorized Name	**CSpire Authorized Title**
Billy Hewes	Mayor

c spire business

C Spire Installation Information & Acknowledgments

C Spire is building a custom designed and engineered circuit to provide high speed fiber optic internet and / or Voice over Internet Protocol (VoIP) service to your business. Installation and deployment costs to deliver C Spire fiber internet are significant and based on the completion of the tasks bulleted below. The deployment estimates below are only approximate, impacted by several variables, and cannot be guaranteed for a specific service delivery date.

Standard Deployment Steps - Voice Only Service

- **Estimated Deployment Timeline -** 45 days from order acceptance by C Spire. Customer must have confirmation of acceptable internet service and bandwidth required.
- **Site Survey** – A C Spire technician will schedule a visit to determine wiring, call flow, phone numbers and verify acceptable internet bandwidth to support VoIP service.
- **Customer Premise Equipment Configuration** – Design and build routers and switches for installation.
- **Phone Installation** – A scheduled day to install phones and other needed equipment.
- **Phone Number Port** – Moving phone numbers from current carrier to C Spire. Porting is estimated to complete approximately 5 – 10 business days after the new C Spire phones are installed.

Standard Deployment Steps - Internet via Fiber Optic Cable

- **Estimated Internet Fiber Deployment Date** - 90 calendar days from order acceptance by C Spire
- **Estimated Voice Services Deployment** – 15 - 25 days after Internet installation (see steps above)
- **Field Survey** – An engineer will determine the best route to customer premise and determine verification of conduit, easements, right of ways, etc.
- **Engineering Drawings** – CAD drawings for construction and permit application with city, county, DOT, etc.
- **Permitting** – Working with agencies to approve construction
- **Construction** – Trench or bore fiber optic cable
- **Fiber Splice** – Connectivity of fiber to C Spire's network/customer premise
- **Engineering/Field Services** – Program and deploy electronics for service

Additional circumstances that may also cause a delay to deployment:

- delay by governing city/state organizations for permit approval
- obtaining required permits to cross rivers or railroad tracks (up to 1 year)
- obtaining required permits to cross federal interstate routes
- delays due to long periods of bad weather delaying physical construction.

Initial:

Equipment and Contruction Costs – Payment

In reliance upon your agreement to receive fiber services, C Spire will expend considerable capital expense to commence deployment to your business.

- **Customer acknowledges** that the construction and equipment cost to deliver C Spire fiber internet to your business is significant, and Customer agrees to begin paying for such cost through regular monthly billing within 60 days after installation is complete. Otherwise, full payment for the construction and equipment cost will be due within 60 days of installation.

Business Relocation, Business Sale or other Termination of Service

- **Customer acknowledges** that this is a custom designed and engineered service for the sole use of the business named in the Telecom Service Agreement (TSA) at the specific business address at the time of installation.

- **Customer acknowledges** that they are responsible to complete the full term of the service acknowledgement on the TSA or otherwise be subject to **Early Termination Fees (ETFs)** as outlined on the TSA.

- **Customer acknowledges** that the relocation, sale or closure of the business for the location in which the service was delivered will result in **Early Termination Fees (ETFs)** unless the service is otherwise assigned, with the permission of C Spire, to a new business entity willing to assume a new contract for service at said location.

- **Customer acknowledges** that since this is a custom designed and engineered service to a specific location it cannot be moved or relocated to a new address without the full process of the initial installation as described above and with a new corresponding TSA.

You therefore acknowledge that you have read and agree to the C Spire Telecommunications Service Agreement (TSA), which contains important information, including the assessment of penalties for early termination or cancellation of your service once the internal C Spire service delivery process has begun from the date of signature and C Spire order acceptance.

You also acknowledge C Spire shall not be liable to Customer in any way for failure to commence or complete deployment of the services by the estimated timelines provided.

Pricing valid for 30 days from date of proposal. Taxes and fees not included. Cable drops, if required, can be quoted as an additional engagement.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC. and Troy Cablevision, Inc.

Billy Hewes
Customer Name

7-3-2024
Date

Customer Signature

Initial:

DocuSign Envelope ID: 7FB4AB50-DCAB-4E24-A400-C29091BFEF26

green light package

The Owner of the premises described below hereby consents to the installation, operation, and maintenance by UNITI FIBER, LLC, or its affiliates (together, "UNITI FIBER"), at UNITI FIBER's sole cost and expense, of UNITI FIBER's fiber optic cable and other equipment into, over, under, across, and along the Property, to be used by UNITI FIBER to provide communications services to tenants and other occupants of the Property.

Operator: **UNITI FIBER, LLC**
By: Chad MacDonald
Name: Chad MacDonald
Title: Network Director
Date: June 12, 2024

Owner: **City of Gulfport, Mississippi**
By:
Name: Billy Hewes
Title: Mayor
Date: July 3, 2024

Your Activation Roadmap

#Customer Obsessed

ORDER

With order in hand, we can fire up your project! Your account manager will introduce you to your **service delivery manager**, who will track all phases and provide updates.

SITE SURVEY

Our **site coordinator** has met you on site and determined requirements for delivery. The site coordinator will be your point of contact for questions or concerns about the proposed design.

APPROVALS

In addition to various permits that are required to connect you to our network, we have assembled this document for your **review and approval.**

CONSTRUCTION

Our fiber deployment teams are now activated, and we will be coordinating the fiber installation on premise(s) and in the public right-of-way.

INSTALL

Our technical teams will be connecting fiber optic cables and installing equipment at the premise(s). This effort will be closely coordinated to minimize impact to your daily operation.

ACTIVATION

We will now **test your connection and fulfill your order**. Your service delivery project manager will close out your order and ensure your 100% satisfaction.

CUSTOMER INFORMATION

GULFPORT PD (2220 15TH STREET)
2220 15TH STREET
GULFPORT,MS

TELCO REQUIREMENTS

REQ.	EXIST	CUST	UF	N/A
CONDUIT	☒	☒	☐	☐
BACKBOARD	☐	☐	☐	☒
RACK	☐	☐	☒	☐
DEDICATED POWER	☐	☒	☐	☐
GROUND	☒	☐	☐	☐

POINTS OF CONTACT

Account Manager - James Marion - 303.929.2124

Account - City of Gulfport Mississippi

Service Delivery PM - Natalie Weaver - 251.654.6794

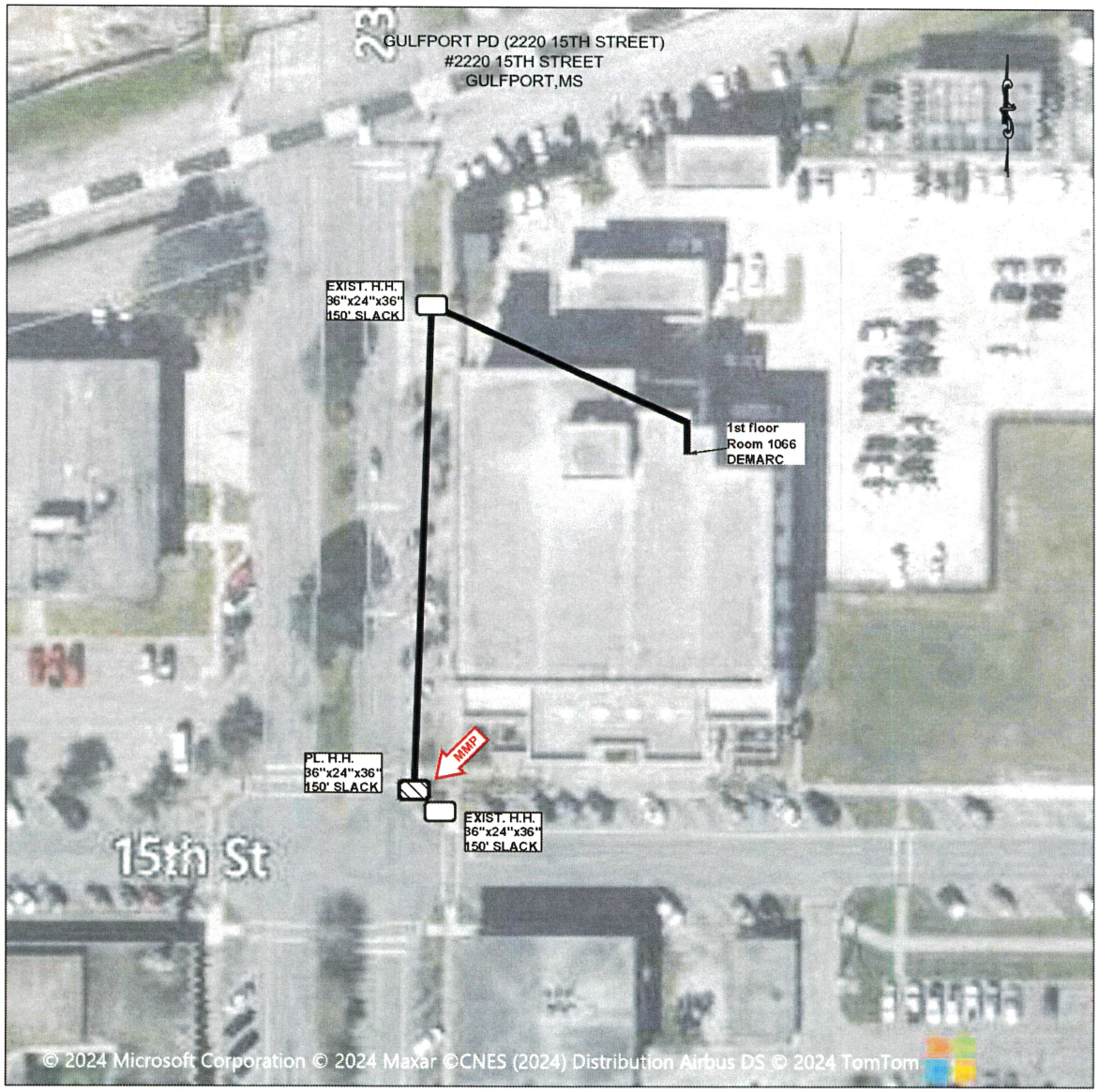
Site Coordinator - Phillip Lamy - 228.313.7171

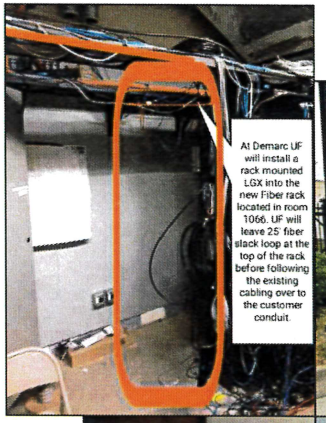
Uniti Fiber
office: 251.662.1170 | fax: 251.445.0646 | 107 St. Francis Street, Suite 1800, Mobile, AL 36602
uniti.com

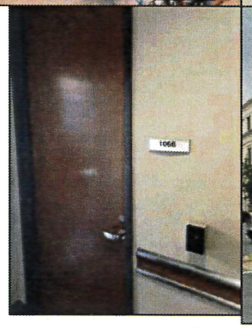
811

07022024_11

DocuSign Envelope ID: 7FB4AB50-DCAB-4E24-A400-C29091BFEF26







SCOPE OF WORK

Uniti Fiber will begin work on the Southwest corner of 2220 15th Street, Gulfport, MS 39501. UF will set a new ROW MMP HH before trenching to intercept the existing Customer conduit. At Demarc UF will install a rack mounted LGX into the new Fiber rack located in room 1066. UF will leave 25' fiber slack loop at the top of the rack before following the existing cabling over to the customer conduit. UF will pull a 800' 12ct MPO from the demarc through the customer conduit back to the new UF ROW MMP HH. UF will leave fiber slack loops in all of the customers HHs. Pull an additional pull string through existing conduit. UF will notify property at least 24 hours prior to construction. Ground conditions will be restored to existing or better conditions. Tracer wire must be placed when cable is pulled, if not UF will request reason why wire is not placed at time of installation. UF estimates 1-2 days to complete construction. If the existing conduit path has not been proofed/verified, and that path is impassable, Uniti Fiber reserves the right to bore along the same anticipated path to the Demarc.

#Customer Obsessed

THERE IS TO BE NO INSTALLATION WITHIN DOT RIGHT-OF-WAY WITHOUT APPROVED PERMIT IN HAND.

UNITI HH WILL BE PLACED WITHIN THE BACK 3' OF ROW

GRAPHIC SCALE

-20 0 20

(IN FEET)

1 inch = 20 ft.

ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING. PRIOR TO ANY WORK PERFORMED.

CONTACT UNITI FIBER: 877-652-2321

INFORMATION IN THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF UNITI FIBER.

Uniti Fiber

DATE:	REVISIONS	SCALE: 1:20	PROJ. NO.: CPE-469387	DATE: 6/11/2024
		INDEX REF.: GPD-CV	ENG: P.LAMY	DRAWN BY: L.BECKHAM
		ROUTE SCHEM.: ----	SPLICE DWG.: N/A	DWG. NO: GPD-01

GULFPORT PD (2220 15TH STREET)
#2220 15TH STREET
GULFPORT,MS

MEMORANDUM – CITY OF GULFPORT

Date: **JULY 22, 2024**

To: **Mayor Billy Hewes**
City Council Members

From: **Police Department**
Code Enforcement Division

Subject: **Chapter 3 Notice(s) to be made part of the minutes.**

RE: **Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport per the International Property Maintenance Code (IPMC) For The Said Properties Being Described:**

Parcel 1: 0911D-07-012.000. Lots 15 To 18 Inc Blk 9 Garys East Side Add. Property Located At 912 22nd St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Repair, Maintain Or Remove, Park In Approved Location, Premium Investments LLC Case: 13684

Parcel 2: 0811A-01-047.000. Beg At Inter Of W Mar Of East Ave & S Mar Of 27th St W Along 27th St 58.1 Ft S 210.6 Ft To N Mar Of Ditch Nely Along Ditch 62.7 Ft To East Ave N Along Rd 185.6 Ft To Pob Part Of Ne1/4 Of Ne1/4 Of Sec 3-8-11. Property Located At 1015 27th St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Park In Approved Location, Remove Clutter And Debris, Richardson Johnny T & Teena Case: 14193

Parcel 3: 0711I-02-004.000. Lot 3 Blk 1 Hungerford Add. Property Located At 3404 12th St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintain Or Remove, Correct Unsanitary Condition, Remove Clutter And Debris, Remove Improper Screening. Sherer Janet Renee Case: 14465

Parcel 4: 0911B-01-030.000. Beg On N Line Of Pilgrim Prop. Property Located At 427 Oak Grove Ave. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintain Or Remove, Hinds Trenton Case: 13851

Parcel 5: 0911C-01-166.000. Lots 40 To 42 Blk 8 Hewes Add. Property Located At 433 23rd St. For Violation Of Remove Clutter And Debris, Gautier Chad C And Rhonda S Case: 14228

Parcel 6: 0911C-01-133.000. Lots 16 & 17 Inc Less Part To City For Rd Blk 12 Hewes Add. Property Located At 514 23rd St. For Violation Of Make Necessary Repairs, Remove/Discard Used Appliances, Jackson Christopher & Angela Case: 14249

Parcel 7: 0911C-01-133.001. Lots 13 & 14 Inc Less Part To City For Rd Blk 12 Hewes Add. Property Located At 520 23rd St. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Jackson Christopher & Angela Case: 14254

Parcel 8: 0911C-01-133.002. Lot 15 Inc Less Part To City For Rd Blk 12 Hewes Add. Property Located At 23rd St. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Jackson Christopher & Angela Case: 14255

Parcel 9: 0910M-02-090.000. Life Estate -1588/480- Lots 3 & 4 Inc Blk 7 Manhatten Add. Property Located At 705 Georgia St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Vehicle, Repair, Maintain Or Remove, Remove Objects, Bueso Elgar & Janet Case: 14331

Parcel 10: 0809B-03-022.028. Lot 28a Angela Park Town Homes Ph 2 Sec 15-7-11. Property Located At 10481 Cal Ln. For Violation Of Remove Clutter And Debris, Remove Or Relocate Furniture, Clark Neil & Jamee Case: 14458

Parcel 11: 1010G-01-012.000. Bayou Oaks Tlr Park 10 Ac Beg 72 Ft S & 717.4 Ft E Of Nw Cor Of Sw1/4 Of Sec 29 On S Mar Of Switzer Rd E Along Rd 451 Ft S 918.8 Ft To N Mar Of Magnolia St W Along Rd 651 Ft N 163.4 Ft E 100 Ft N 188.4 Ft E 200 Ft N 296 Ft W 100 Ft N 271 Ft To Pob Being P. Property Located At 1901 Switzer Rd 71. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove Prohibited Items, Remove Or Repair & Legally Tag, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings, Repair, Maintain Or Remove. Kinetic Capital XVII, LLC A Delaware LIM Case: 14502

Parcel 12: 1010G-01-012.002. 4.2 Ac(C) S 71 Ft Of Lot 5 & 6 & All Lots 36 - 39 Inc & N 1/2 Lot 42 Harrison Add Sec 29-7-10. Property Located At 1901 Switzer Rd 117. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings, Correct Unsanitary Condition, Remove/Discard Used Appliances. Kinetic Capital XVII, LLC A Delaware LIM Case: 14505

Parcel 13: 1010F-02-007.000. Beg 310 Ft E Of Ne Cor Of Pine St & Pc Rd For Beg E Along N R/W Pc Rd 150 Ft N 196 Ft W 150 Ft S 197 Ft To S Line Of P C Rd & Pt Of Beg Less Part To City Of Gpt For Street In Se 1/4 Of Se 1/4 Sec 30-7-10. Property Located At 1720 East Pass Rd. For Violation Of Make Necessary Repairs, Haydel Properties LP Case: 14507

Parcel 14: 0908L-02-015.020. Lot 27 Wingate Subd Unit 2. Property Located At 143 Faust Dr. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Repair, Maintain Or Remove, Remove Clutter And Debris, Strickland Rodney & Rose M Case: 14491

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 9, 2024

PREMIUM INVESTMENTS LLC
912 22ND ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911D-07-012.000
912 22ND ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13684

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 9, 2024

PREMIUM INVESTMENTS LLC
8218 RIDGE WOOD DR
KILN, MS 39556

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911D-07-012.000
912 22ND ST

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Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13684

Jul 9, 2024

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 9, 2024
PREMIUM INVESTMENTS LLC
8218 RIDGE WOOD DR
KILN, MS 39556
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0911D-07-012.000
912 22ND ST
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 304.1
REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
FENCE VIOLATION, IPMC 302.7
REPAIR, MAINTAIN OR REMOVE
IMPROPER RESIDENTIAL PARKING
PARK IN APPROVED LOCATION
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as reports attorneys' fees, court costs, and other expenses associated with enforcement.
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Respectfully yours,
Josh Troutman
Josh Troutman
City of Gulfport Code Official
Case Number: 13584
Jul 9, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 10, 2024

RICHARDSON JOHNNY T & TEENA
1015 27TH ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0811A-01-047.000
1015 27TH ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 14193

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 10, 2024

RICHARDSON JOHNNY T & TEENA
6014 VISTA CIRCLE
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0811A-01-047.000
1015 27TH ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 14193

Jul 10, 2024

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 10, 2024
RICHARDSON JOHNNY T & TEENA
6014 VISTA CIRCLE
GULFPORT, MS 39507
NOTICE OF VIOLATION(S) UNDER CHAPTER 5 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0611A-01-047.000
3015 27TH ST
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of
an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel
recently conducted a visual inspection of the above-noted property. This inspection has revealed that violations of Chapter
5 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
OVERGROWN PROPERTY, IPMC 302.4
WEEDS&PLANT GROWTH, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1
IMPROPER RESIDENTIAL PARKING
CLUTTER, IPMC 302.10
Required Corrective & Remedial Action(s):
CUT & CLEAN THE PROPERTY
REMOVE WEEDS, VINES, LIMBS, TR
REMOVE/HAUL OFF TRASH & DEBRIS
PARK IN APPROVED LOCATION
REMOVE CLUTTER AND DEBRIS
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days
of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in
the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek
any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other
expenses associated with such efforts.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective
actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Josh Troutman
Josh Troutman
City of Gulfport Code Official
Case Number: 14193
Jul 10, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 11, 2024

SHERER JANET RENEE
3404 12TH ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0711I-02-004.000
3404 12TH ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
BUILDING ACCS. IPMC 302.10.6		REMOVE IMPROPER SCREENING

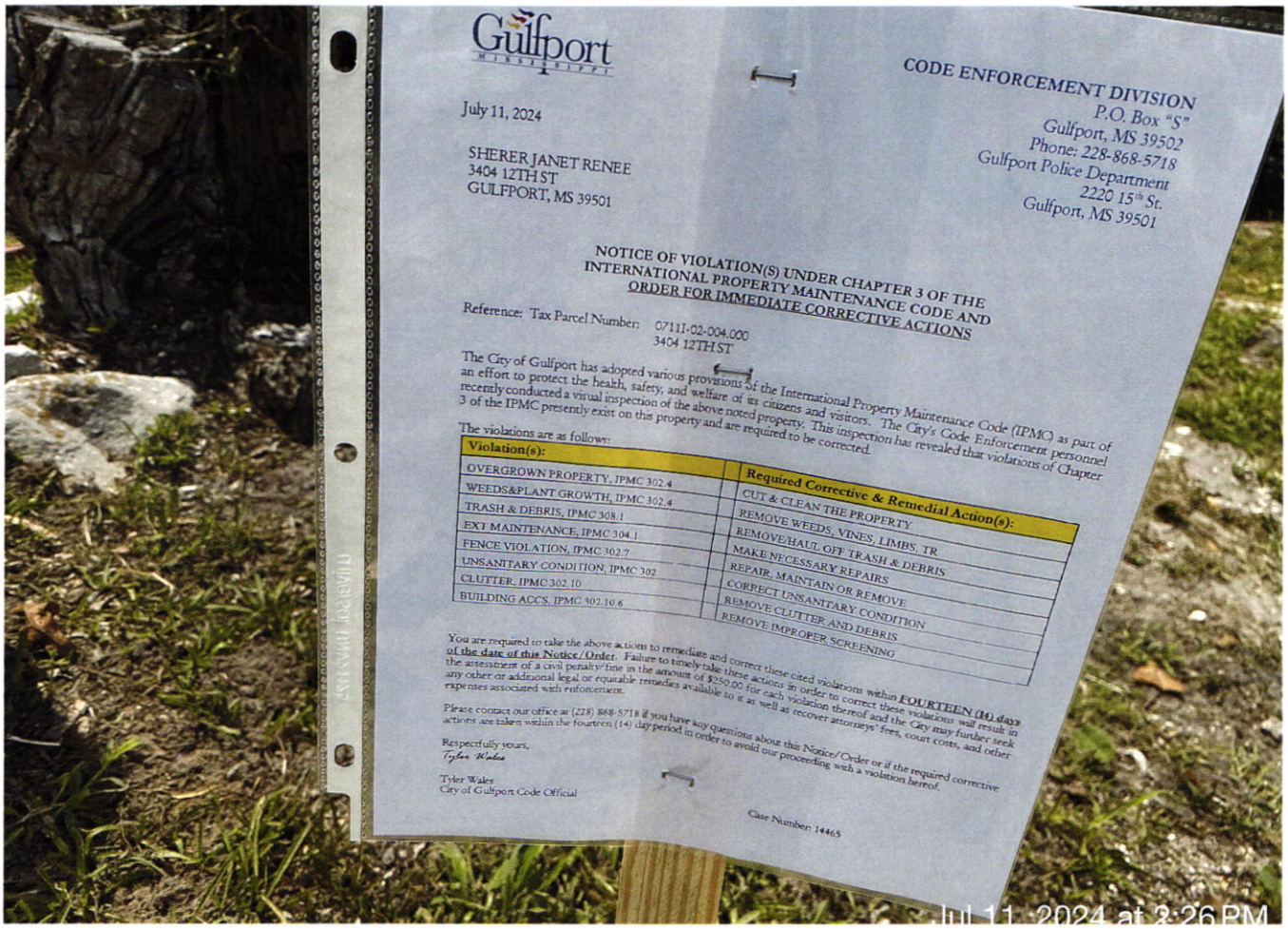
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 14465



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 11, 2024

SHERER JANET RENEE
3404 12TH ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0711I-02-004.000
3404 12TH ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
BUILDING ACCS, IPMC 302.10.6	REMOVE IMPROPER SCREENING

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 14465

Jul 11, 2024 at 2:26 PM

Jul 11, 2024 at 2:26 PM

Jul 11, 2024 at 2:24 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 9, 2024

HINDS TRENTON
427 OAK GROVE AVE
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911B-01-030.000
427 OAK GROVE AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13851

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 9, 2024

HINDS TRENTON
37345 OAK AVE
SLIDELL, LA 39507Y

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911B-01-030.000
427 OAK GROVE AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violatioPn thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

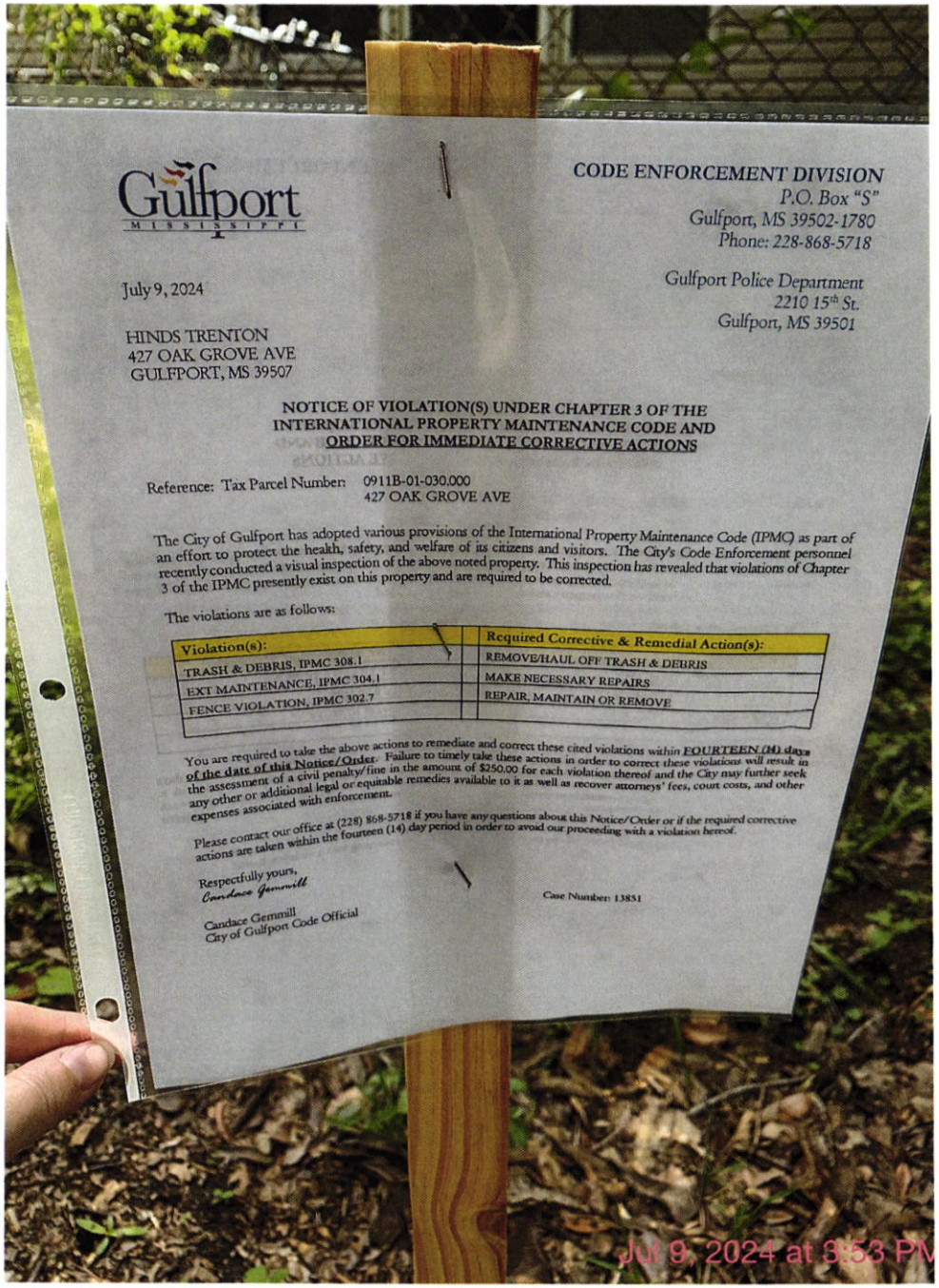
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13851

Jul 9, 2024 at 3:53 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 9, 2024
HINDS TRENTON
427 OAK GROVE AVE
GULFPORT, MS 39507
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0911B-01-030.000
427 OAK GROVE AVE
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7
REPAIR, MAINTAIN OR REMOVE
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Candace Gemmill
Candace Gemmill
City of Gulfport Code Official
Case Number: 13851
Jul 9, 2024 at 3:53 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 17, 2024

GAUTIER CHAD C AND RHONDA S
433 23RD ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911C-01-166.000
433 23RD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14228

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 17, 2024

GAUTIER CHAD C AND RHONDA S
433 23RD ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number 0911G-01-166.000
433 23RD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
CLUTTER- IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Candace Gemmill
City of Gulfport Code Official

Case Number 14228

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

JACKSON CHRISTOPHER & ANGELA
514 23RD ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911C-01-133.000
514 23RD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
APPLIANCES OUTSIDE,IPMC 302.10		REMOVE/DISCARD USED APPLIANCES

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14249

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

July 18, 2024

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

JACKSON CHRISTOPHER & ANGELA
514 23RD ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911C-01-133.000
514 23RD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
APPLIANCES OUTSIDE,IPMC 302.10	REMOVE/DISCARD USED APPLIANCES

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days** of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty fine in the amount of $500.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14249

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

JACKSON CHRISTOPHER & ANGELA
520 23RD ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911C-01-133.001
520 23RD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14254

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

JACKSON CHRISTOPHER & ANGELA
514 23RD STREET
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911C-01-133.001
520 23RD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14254

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

July 18, 2024

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

JACKSON CHRISTOPHER & ANGELA
514 23RD STREET
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911G-01-133.001
520 23RD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14254

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

JACKSON CHRISTOPHER & ANGELA
0 23RD ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911C-01-133.002
23RD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14255

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 18, 2024

JACKSON CHRISTOPHER & ANGELA
514 23RD STREET
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0911C-01-133.002
23RD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

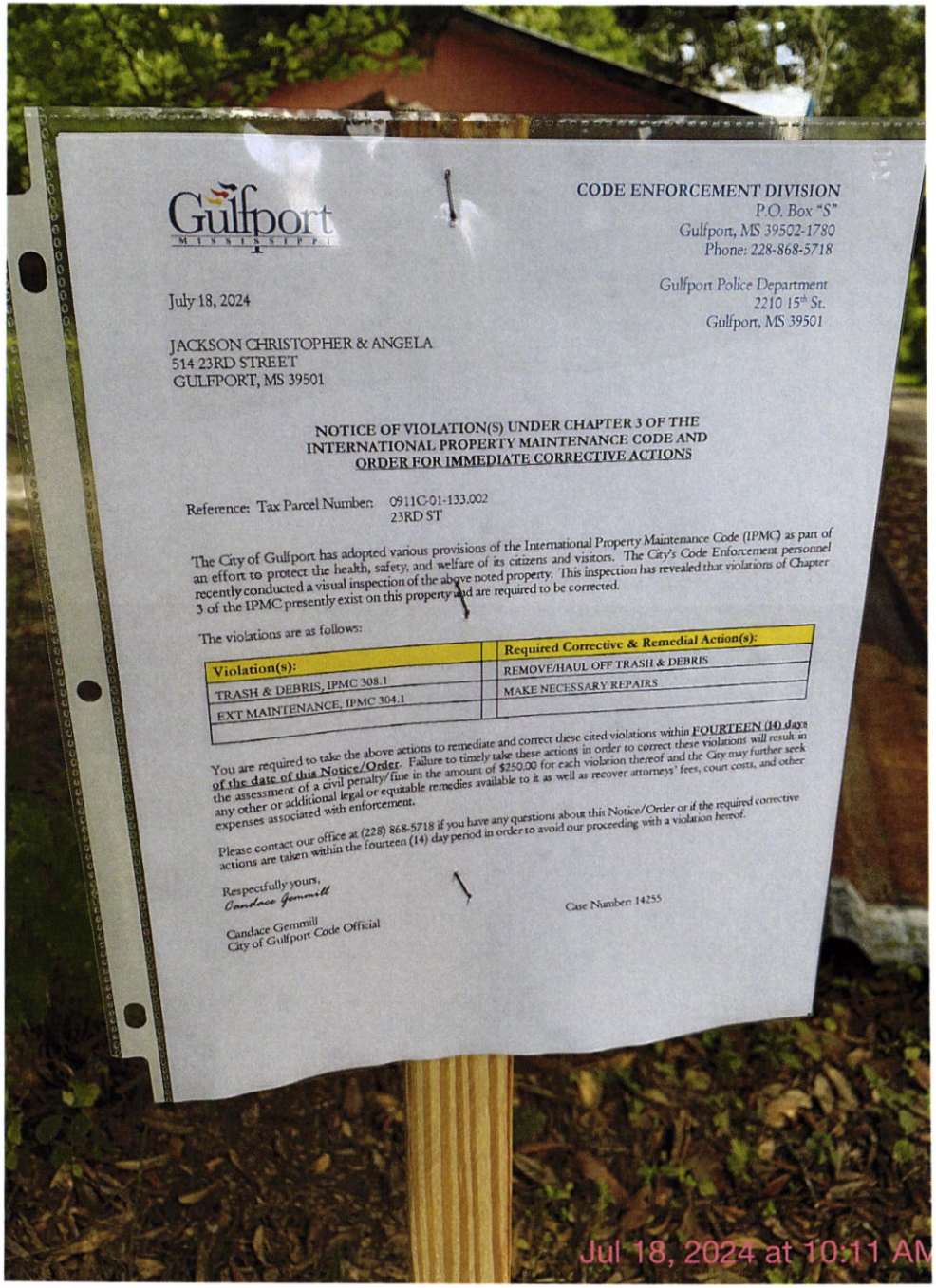
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14255

Jul 18, 2024 at 10:11 AM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 18, 2024
JACKSON CHRISTOPHER & ANGELA
514 23RD STREET
GULFPORT, MS 39501
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0911C-01-133.002
23RD ST
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Candace Gemmill
Candace Gemmill
City of Gulfport Code Official
Case Number 14255
Jul 18, 2024 at 10:11 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 2, 2024

KEVIN JOSUE GARZA BUESO
705 GEORGIA ST
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0910M-02-090.000
705 GEORGIA ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3		REMOVE VEHICLE
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
VACANT LOT STORAGE, IPMC 301.3		REMOVE OBJECTS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 14331

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 2, 2024

KEVIN JOSUE GARZA BUESO
2025 47TH AVE
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0910M-02-090.000
705 GEORGIA ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3		REMOVE VEHICLE
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
VACANT LOT STORAGE, IPMC 301.3		REMOVE OBJECTS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 14331

Jul 3, 2024

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 2, 2024
KEVIN JOSUE GARZA BUESO
2025 47TH AVE
GULFPORT, MS 39501
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0910M-02-090.000
705 GEORGIA ST
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of
an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel
recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter
3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3
REMOVE VEHICLE
FENCE VIOLATION, IPMC 302.7
REPAIR, MAINTAIN OR REMOVE
VACANT LOT STORAGE, IPMC 301.3
REMOVE OBJECTS
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days
of the date of this Notice / Order. Failure to timely take these actions in order to remove these violations will result in
the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek
any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other
expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective
actions are taken within the fourteen (14) day period in order to avoid civil proceedings with a violation hereof.
Respectfully yours,
Josh Troutman
Josh Troutman
City of Gulfport Code Official
Case No. (Below: 7433)
Jul 3, 2024

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 10, 2024

CLARK NEIL & JAMEE
10481 CAL LN
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0809B-03-022.028
10481 CAL LN

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
FURNITURE OUTDOORS,IPMC 302.10		REMOVE OR RELOCATE FURNITURE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14458

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 10, 2024

CLARK NEIL & JAMEE
4713 CARDINAL DRIVE
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0809B-03-022.028
10481 CAL LN

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
FURNITURE OUTDOORS,IPMC 302.10		REMOVE OR RELOCATE FURNITURE

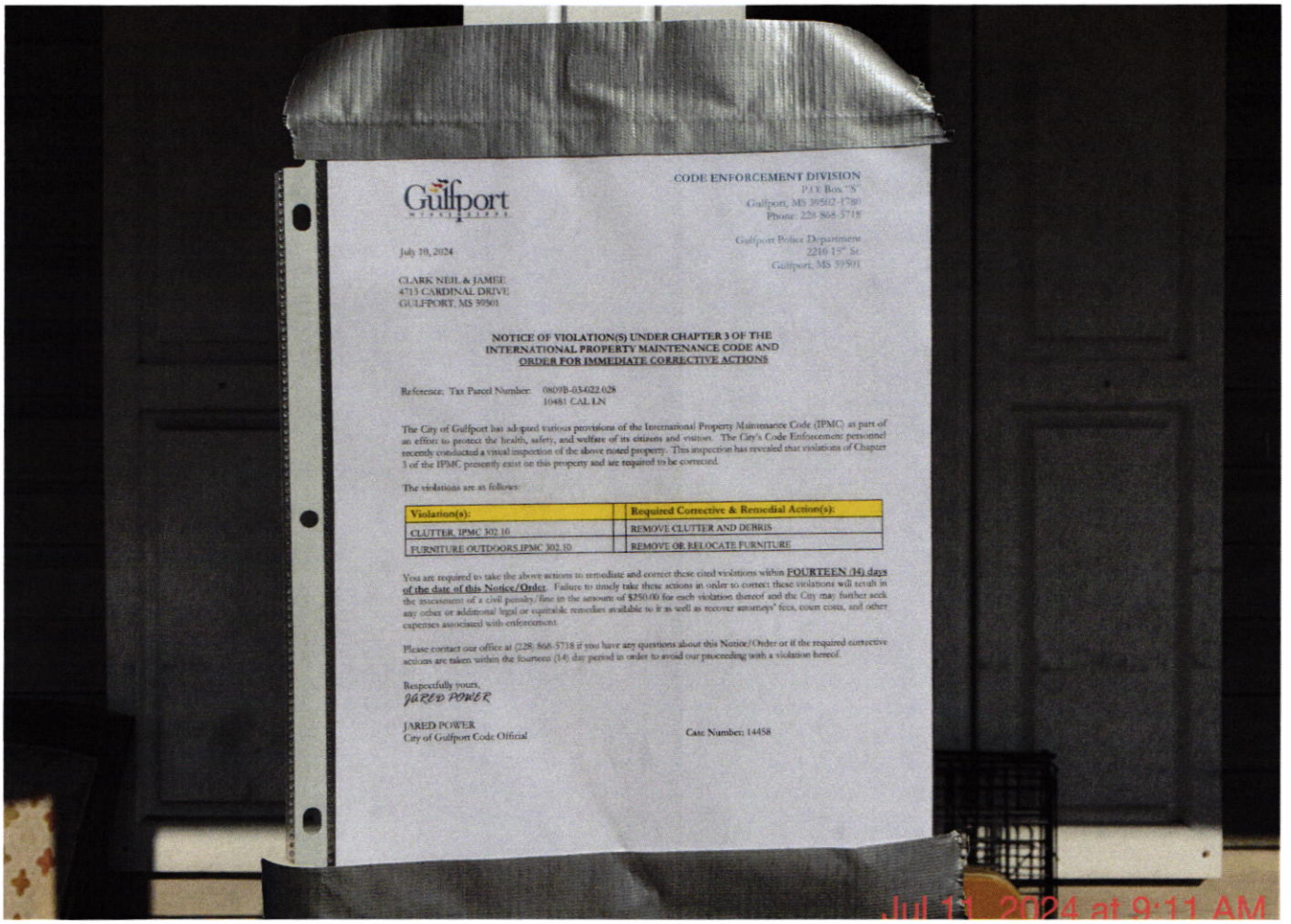
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14458



Gulfport

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 10, 2024

CLARK NEIL & JAMEE
4713 CARDINAL DRIVE
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0809B-03-022.028
10481 CAL LN

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
FURNITURE OUTDOORS,IPMC 302.10	REMOVE OR RELOCATE FURNITURE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 14458

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 15, 2024

KINETIC CAPITAL XVII, LLC A DELAWARE LIM
1901 SWITZER RD 71
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010G-01-012.000
1901 SWITZER RD 71

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE PROHIBITED ITEMS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDIITON
APPLIANCES OUTSIDE, IPMC 302.10		REMOVE/DISCARD USED APPLIANCES

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14502

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 15, 2024

KINETIC CAPITAL XVII, LLC A DELAWARE LIM
P.O. BOX 1724
FAIRHOPE, AL 36533

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010G-01-012.000
1901 SWITZER RD 71

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE PROHIBITED ITEMS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDIITON
APPLIANCES OUTSIDE, IPMC 302.10		REMOVE/DISCARD USED APPLIANCES

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14502

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 15, 2024

KINETIC CAPITAL XVII, LLC A DELAWARE LIM
1901 SWITZER RD 71
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010G-01-012.000
1901 SWITZER RD 71

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE PROHIBITED ITEMS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
APPLIANCES OUTSIDE, IPMC 302.10	REMOVE/DISCARD USED APPLIANCES

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Case Number 14302

Candace Gemmill
City of Gulfport Code Official

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 15, 2024

KINETIC CAPITAL XVII, LLC A DELAWARE LIM
1901 SWITZER RD 117
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010G-01-012.002
1901 SWITZER RD 117

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
APPLIANCES OUTSIDE,IPMC 302.10		REMOVE/DISCARD USED APPLIANCES

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14505

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 15, 2024

KINETIC CAPITAL XVII, LLC A DELAWARE LIM
P.O. BOX 1724
FAIRHOPE, AL 36533

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010G-01-012.002
1901 SWITZER RD 117

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
APPLIANCES OUTSIDE,IPMC 302.10		REMOVE/DISCARD USED APPLIANCES

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14505

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

July 15, 2024

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

KINETIC CAPITAL XVII, LLC A DELAWARE LIM
1901 SWITZER RD 117
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010G-01-012.002
1901 SWITZER RD 117

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
APPLIANCES OUTSIDE,IPMC 302.10	REMOVE/DISCARD USED APPLIANCES

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14505

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

HAYDEL PROPERTIES LP
1720 EAST PASS RD
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010F-02-007.000
1720 EAST PASS RD

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

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Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14507

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

HAYDEL PROPERTIES LP
2314 HEWES AVE
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010F-02-007.000
1720 EAST PASS RD

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

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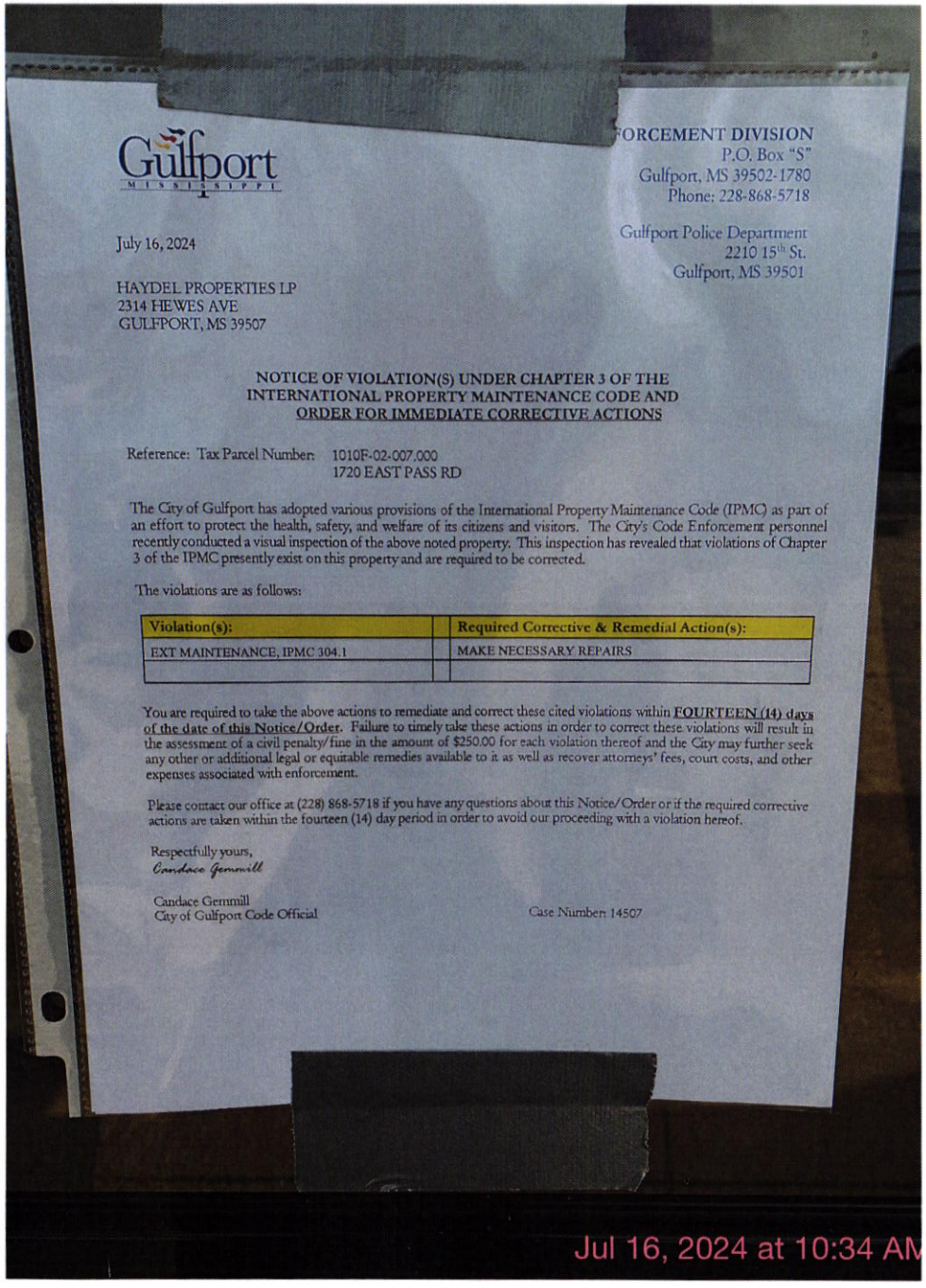
Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14507



Gulfport
MISSISSIPPI

ORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 16, 2024

HAYDEL PROPERTIES LP
2314 HEWES AVE
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010F-02-007.000
1720 EAST PASS RD

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

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Violation(s):	Required Corrective & Remedial Action(s):
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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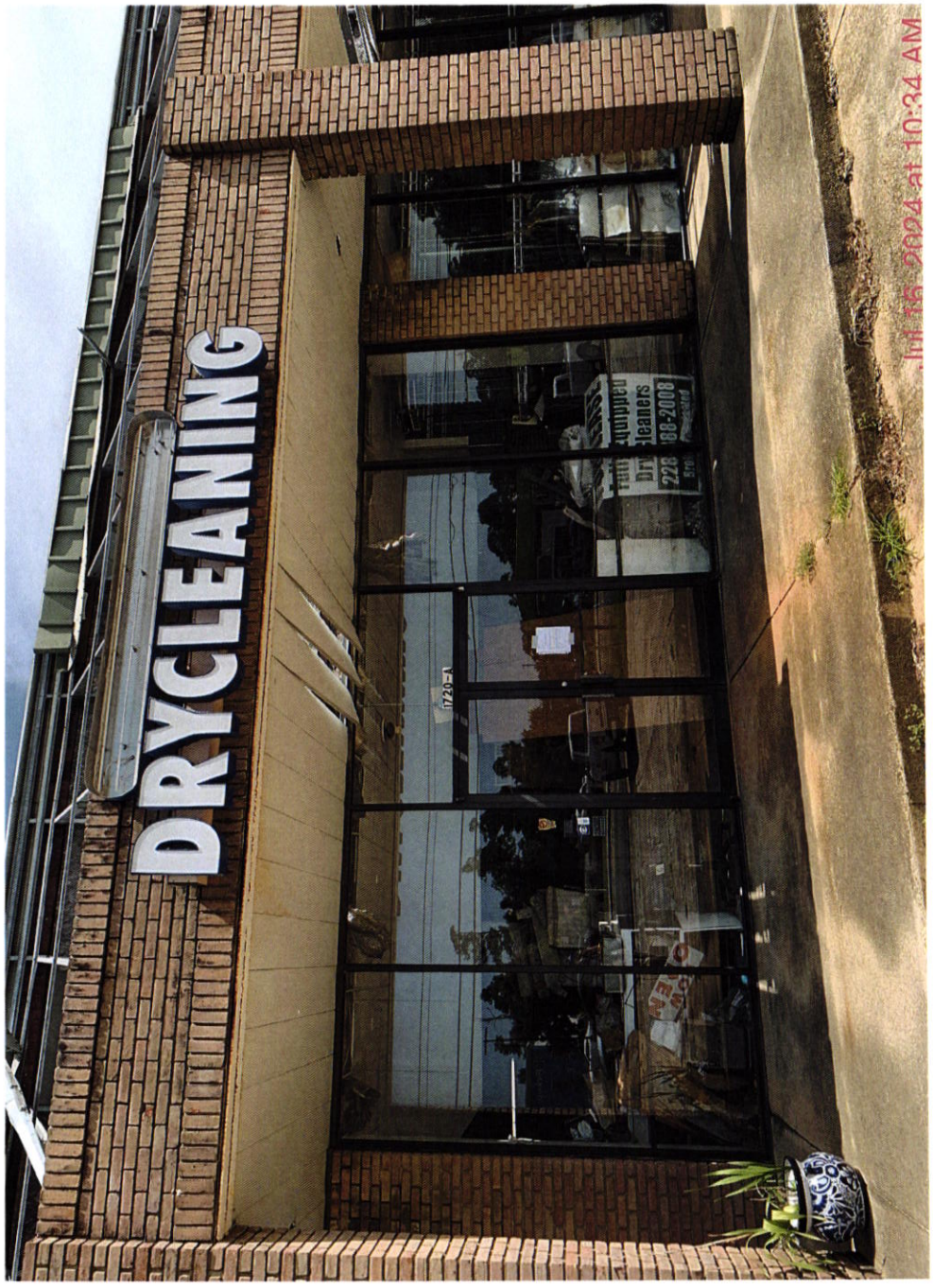
Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 14507

Jul 16, 2024 at 10:34 AM



DRYCLEANING
Jul 16, 2024 at 10:34 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

July 15, 2024

STRICKLAND RODNEY & ROSE M
143 FAUST DR
GULFPORT, MS 39503

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0908L-02-015.020
143 FAUST DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
FENCE VIOLATION, IPMC 302.7		REPAIR, MAINTAIN OR REMOVE
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

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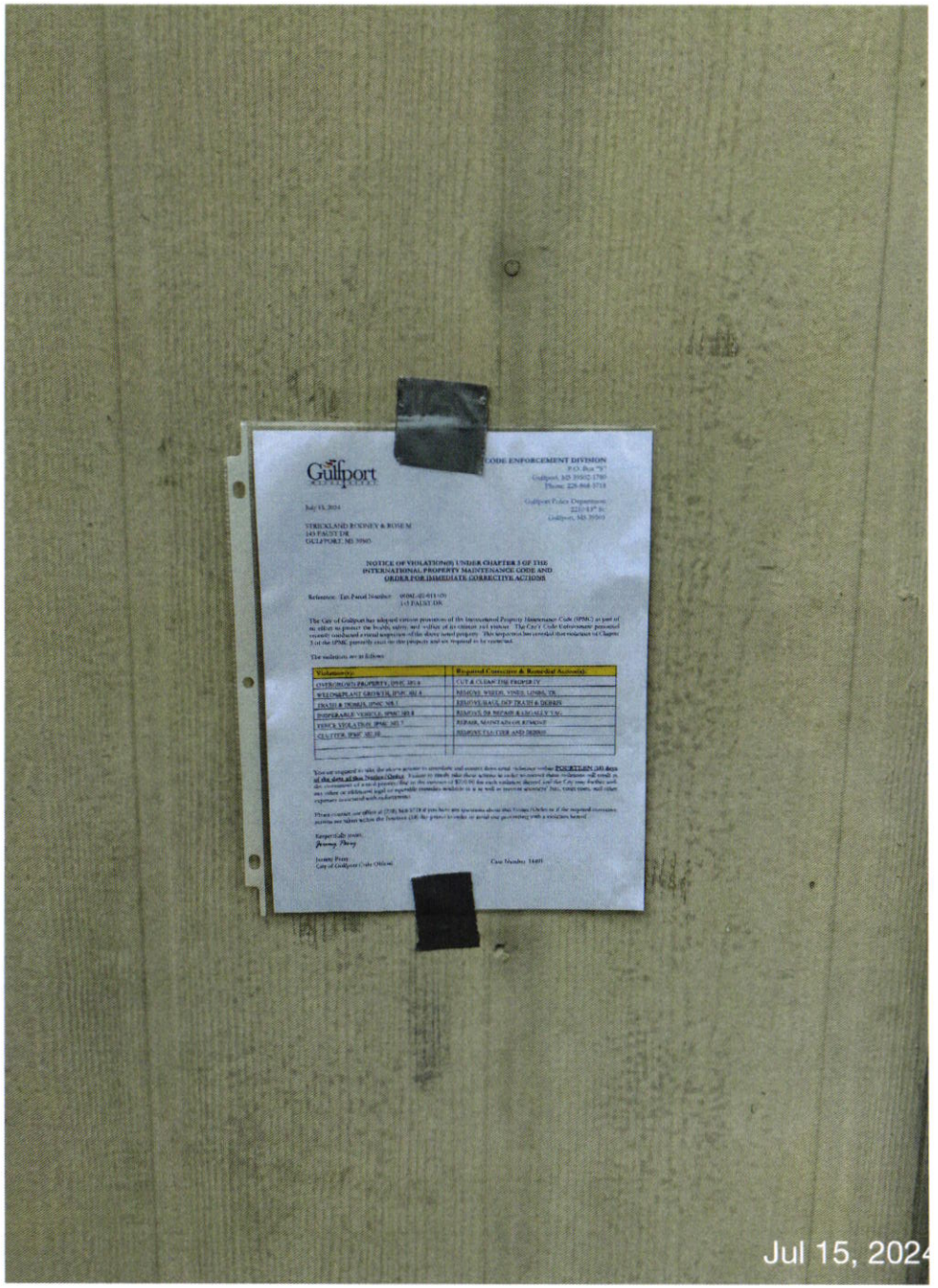
Respectfully yours,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 14491

Jul 15, 2024


Gulfport
CODE ENFORCEMENT DIVISION
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTION
Jul 15, 2024

CITY OF GULFPORT
REPAIRS TO FRED URIE PIER DUE TO HURRICANE ZETA
PROJECT NO. 178587

The City of Gulfport is seeking sealed bids for repairs to Fred Urie Pier due to Hurricane Zeta. Sealed bids will be received in the Office of Procurement located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until **10:00 a.m., local time on September 12, 2024,** either by mail or hand delivery, after which time they will be opened and read aloud. Alternatively, submissions can be made electronically at www.gulfportmsbids.com before the designated deadline.

Scope of Work: the project includes, but is not limited to, replacement and installation of pier decking, wooden stringers, concrete caps, metal roofing, roofing structure, wooden handrail, stainless-steel hardware, and concrete piles along with repairing and replacing concrete and riprap along the jetty.

Plans and specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Official bid documents can be downloaded from City of Gulfport's Plan Room at www.gulfportmsbids.com. For any questions relating to the electronic bidding process, please call Plan House Bidding Group at 662-407-0193.

A Pre-Bid Meeting will be held at 9:00 a.m., on August 29, 2024, at the following location:

Gulfport Engineering Department
4050 Hewes Ave
Gulfport, MS 39507

Questions – All questions regarding this bid must be submitted in writing to Sarah McLellan, P.E. via email at sarah@ccellc.us or by mail to 2300 14th Street, Gulfport, MS 39501 and must be received by the end of business 5:00 p.m. CST, Wednesday, September 4, 2024. Questions submitted after this date will not be considered. Bidders shall provide an email address or fax number to direct the consolidated "question and answer" document. Answers will be provided in writing and transmitted via email or fax to all prospective bidders who are known to have requested and received a copy of the bid package. Only answers transmitted in this manner will be considered official and valid. No negotiations, decisions, or actions shall be initiated by any bidder as a result of any verbal discussion.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above.

The project will be awarded to the lowest and best bidder. However, the City of Gulfport reserves the right to accept or reject any or all bids or to waive any informality.

The successful bidder must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. All bidders must make positive efforts to use small and minority owned business and women business enterprises.

For bids exceeding $50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident

contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the nonresident contractor's state, then the non-resident contractor may provide a statement to that effect.

No bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Publication Dates: 8/14/2024 and 8/21/2024

Send Invoice & Proof of Publication to:

Jessica Versiga
Purchasing Department
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: July 17, 2024

RE: Demolition of Station 2 – Fire Department

The Purchasing Department reviewed the quotes received on the above referenced item and determined A D & R to be the lowest and best bid for a total amount of $13,900.00.

Purchase Order #242617 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Fire Department - Demolition of Staion 2

PO # 242617

	QTY	AD & R		SOUTHERN ENVIRO CONSTRUCTION		PAUL PARKER	
Demolish of Station 2	1	$ 13,900.00	$ 13,900.00	$ 22,850.00	$ 22,850.00	$ 17,500.00	$ 17,500.00
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 13,900.00		$ 22,850.00		$ 17,500.00

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: July 9, 2024

RE: Harbor Lights Shirts for Resale – Special Events

The Purchasing Department reviewed the quotes received on the above referenced item and determined Allistons to be the lowest and best bid for a total amount of $17,277.00.

Purchase Order #242513 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Special Events -Habor Lights Shirts for Resale

PO # 242513

	QTY	Allistons		Elite		The Print Shed	
Shirt Colors White, chambray, Island Green, Red, Light Green, Crimson size S	180	$ 13.75	$ 2,475.00	NO BID	NO BID	NO BID	NO BID
Shirt Colors White, chambray, Island Green, Red, Light Green, Crimson size M	210	$ 13.75	$ 2,887.50		$ -		$ -
Shirt Colors White, chambray, Island Green, Red, Light Green, Crimson size L	270	$ 13.75	$ 3,712.50		$ -		$ -
Shirt Colors White, chambray, Island Green, Red, Light Green, Crimson size XL	270	$ 13.75	$ 3,712.50		$ -		$ -
Shirt Colors White, chambray, Island Green, Red, Light Green, Crimson size 2 XL	150	$ 15.65	$ 2,347.50		$ -		$ -
Shirt Colors White, chambray, Island Green, Red, Light Green, Crimson size 3XL	120	$ 17.85	$ 2,142.00		$ -		$ -
			$ -		$ -		$ -
Total			$ 17,277.00		NO BID		NO BID

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: July 23, 2024

RE: Golf Cart – Marina

The Purchasing Department reviewed the quotes received on the above referenced item and determined Gulf Coast Golf Carts LLC to be the lowest and best bid for a total amount of $6,500.00.

Purchase Order #242661 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Marina - Golf Cart

PO # 242661

	QTY	GULF COAST GOLF CARTS LLC		JAK'D CARTS LLC		BOTERO CARTS	
2023 ICON I40	1	$ 6,500.00	$ 6,500.00	$ 7,495.00	$ 7,495.00	$ 9,995.00	$ 9,995.00
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 6,500.00		$ 7,495.00		$ 9,995.00

EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: July 23rd, 2024

RE: GoPhoto – Special Check Request

I am writing to formally request authorization to issue a "Special Check" via wire transfer for the GoPhoto equipment that received approval on May 21st, 2024. The equipment is sourced from a company based in the Netherlands, which typically requires prepayment prior to shipment. We have mutually agreed on terms stipulating that payment will be settled no later than 5 days after delivery, currently slated for mid-August. It is important to note that this payment will only be processed subsequent to the delivery and inspection of the new equipment.

Thank you for your prompt attention to this matter. Should you have any queries or require further clarification, please do not hesitate to contact me.

William Lehman
Assistant Director
Department of Leisure Services

GOPHOTO
Attraction photography made easy

GoPhoto B.V.
Asterweg 123
1031 HM Amsterdam
The Netherlands

finance@gophoto.nl
+31 20 722 08 12

CoC: 62120204
VAT: NL854664749B01
Bank: NL36 FRNX 0984 6164 97

City of Gulfport
Attn. Billy Lehman
PO Box 1780
39502 Gulfport
United States of America

Delivery address
City of Gulfport
424 34th Street
39507 Gulfport
United States of America

Invoice 20240200

Reference: Hardware - City of Gulfport
PO: 00242149

Invoice date: 23-05-2024
Due date: 22-06-2024

	Description		Price		Total	VAT
3 x	Order Station - Stand Alone	$	7.245,00	$	21.735,00	0%
	Including Adyen payment terminal					
1 x	Shipping, crating and remote installation	$	4.750,00	$	4.750,00	0%

Subtotal	$	26.485,00
0%	$	0,00
Total	$	26.485,00

VAT Reverse Charge Notes: No VAT charged. Customer provided VAT registration number and may be responsible for VAT fees.

To be paid within 30 days of invoice date. Prices are in USD. Wire payments only. Cheques are not accepted. Please send payment with invoice number 20240200 to:

USD BANK FRANX | BIC/SWIFT FRNXNL2A | IBAN NL36 FRNX 0984 616 497 | Account nr. 984 616 497